File Microcopies of Records in the National Archives: No. 112

Roll 30

DESPATCHES FROM UNITED STATES CONSULS IN SHANGHAI, 1847-1906

Volume 30

February 3 - September 30, 1880

THE NATIONAL ARCHIVES

Washington: 1947

INTRODUCTORY NOTE

The volume microcopied on this roll has the following backstrip title: "30 / Shanghai / February 3, 1880 / September 30, 1880 / Department / of State." It contains despatches, with enclosures, addressed to the Department of State from United States consular officials at Shanghai, China, between February 3 and September 30, 1880. The contents are registered on Roll 1 of the microcopy.

The volume is part of a body of records in the National Archives designated as Record Group No. 59, General Records of the Department of State. It is volume 30 of a series generally referred to as Consular Despatches, Shanghai.

30 50 to the Dep Mar 20 1880

Ack + send to Mr. Scanlan C. P. Arlington E.E. 2.167408

No. 92.] 3d February 1880 United States Consulate General at Shanghai,

Mr. Bailey Consul General. to the State Department, 3/16/80

Subject:— Trade Report 1879.

Acted Mond 3/16/80

DEPARTMENT OF STATE MAR 15 1880 RECEIVED

ABSTRACT OF CONTENTS.

Transmits Annual Trade Report.

Copied for Com. Rel.

No. 92.

United States Consulate General,

Shanghai, 3rd Febr 1880

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to transmit herewith my Annual Trade Report for 1879.

I have made it as full as available data will permit. I have prefaced it with a general description of the extent and resources of the Empire for which purpose I have divided the Country into four divisions accompanied by a map illustrating the populations and area of each division, with a list of

their productions. I have given a general Sketch of the character of the People and their industries with a chronological history of the foreign Trade with China showing its steady growth and development. The past years Trade I have given in detail examining carefully its different branches including the Cotton, Woollen Metal, Lumber, Coal, Kerosine, Bar Silver, Silk, Tea, Straw braid and Sidetrade, with an account of Exchange for ten years past- also the Statistics of Navigation; concluding with a glance at the future prospects of the trade. It will be seen that I have somewhat changed my reports

as to sized Goods since last Year
In giving expression to the views
on that respect, I am simply
recapitulating the current run
of Mercantile ideas upon that
subject, as there seems to be
a growing disposition to
encourage our Manufacture
of sized Goods to meet the
demands of the Chinese. I am
not giving my own opinion
in that regard so much as
those of Merchants who argue
that we must come to the sizing
process. I wish to present both
sides of the picture for our
Manufacturers to judge which
is the wiser course to pursue
These remarks should become

part of the report.

I have the honor to be

Sir!

Your obedient Servant.

David H. Bailey

Consul General

Enclosures.

No. 1. Trade Report

No 2 Map of Olivia.

No. 3. Exchange Table

No 4 Navigation.

Note Nos 2 & 3 are in a

cardboard tube in the pouch.

with 97

United States Consulate General.
Shanghai - China.
Annual Trade Report
1879.

In forming an estimate of the possibilities of the trade with China, we must bear in mind the extent and character of the country, the variety and value of her resources, and the numbers and condition of her people. In order to comprehend these fully I propose to give them a general and hasty review.

Area and Character of the Country:

The area of the Empire at the present time, since the reconquest of Kashgar is 1,348,319 5,300,000. Square Miles, being the largest settled country on earth under one government, inhabited by one

race

race and speaking one tongue. It extends north and South from the 20th to the 56th parallels of latitude and East and West from the 70th to the 135th degrees of East Longitude. It embraces every Variety of Climate. While in the extreme South the + subtropical fruits flourish luxuriantly in the extreme North the finest fur bearing animals are found. While the Peiho, the Hoang Ho, the Yangtze and the Cha in the East have formed vast alluvial plains which, in extent and fertility, equal the alluvial regions of the Mississippi and Amazon, the provinces of the West present vast mountain regions, rivalling the Alps, Andes and Rocky Mountains Ranges in

Grau

in grand, varied and beautiful
scenery, as well as in the wealth
and variety of mineral deposits.
The great regions of Inner, Middle
and Outer Mongolia Contain vast
table lands affording graging equal
to the Pampas of South America or
the Plains of the Trans-Missouri
Country.

The Navigable Rivers and the System
of Canals, Great and Small, +
furnish more miles of inland
Navigation than any other Country
possesses.

While a long line of Seacoast
with numerous Gulfs, bays and
inlets with sheltering islands
afford means of foreign trade
second to none in the world.

Deciding

Dividing the area of the Empire into groups of provinces in order to make a description more & comprehensive, there will be the Northern group, comprising all the Country North of the old bed the Hoang-Ho or Yellow River and including the Provinces of Chihli, Shansi Shantung & Shinking, an area of 229,641. square miles, and a population of 73,121,131.

The three provinces of Chihli, Shingking & Shantung have an extensive ocean line and inland Navigation. They are mostly composed of Alluvial plains well watered and Cultivated. Shansi is composed of the western portion of the plains and the eastern hills. The plains are

made

under thorough Cultivation and &
Agriculture is carried on even
in the hills by means of terraces.
The great staple food Crops of
this Division are Millets, Wheat,
Rice and a great Variety of fruit
and Vegetables.
This Division is somewhat
larger than the New England
and Middle States and has
a population of 318 to
the square Mile
The Chief Mineral products
are coal iron, Cinnabar, Marble,
Copper & Salt.
Of the Textile fibres and fabrics
Goat, Cow, horse and Camels
hair, wool, Cotton, hemp
and Silk are the Chief.

Of

Of tanned goods they produce Beaver, Ermine, Lamb, goat, Fox, Rabit and Sheep Skins. The Ocean Commerce is very considerable, engaging Steam and Sailing Vessels — Native and foreign, and Vast numbers of small crafts on the small Streams and Canals. On land long lines of Camels, Mules and Donkeys are used in carrying goods in the provinces and to and from the great interior of the Continent.

The Second division is composed of the 8 central and eastern provinces in the Valley of the Yangtze and ± comprises Kiangsu, Che Kiang, Hona Fu Kien Ngan-hwé, Hupeh, ± Kiang si and Hunan. This

division

division contains 467,641 square
miles and a population of
205,052,507.
This population is 2/3 of that of
the whole of Europe & being 439
to the square mile.
In this division are the two
great rivers of China - the Hoang
ho and the Yangtze; the latter
is one of the largest and longest
of the world. Its whole length
is 3200 miles. It is navigable
by the largest Ocean steamers to
the great tea districts 600 miles
from the sea and several hundred
miles farther by lighter draft
vessels. It drains a valley whose
area is estimated at 750,000.
square miles, and with its
tributaries

tributaries it furnishes transportation for 200.000.000. people.

This division contains the great alluvial regions of China, the soil of which is composed of the wash of the great Continental mountain ranges and is of inexhaustable fertility. The staple food products are rice, Barley, Wheat, Sugar, Beans, Peas, Vegetables and fruits. The Mineral products are coal ~~Iron~~, iron, Alum, Arsenic, Coperas and Gypsum. Of textile fibres and fabrics Silk takes the first rank. I am informed that 1/4 of the Silk and 2/3 of the Tea of the world is produced in this division. Cotton is grown

here

here to clothe 3/4 of the population
of China. There are not less
than 32 kinds of Cotton goods
called Nankins manufactured
by hand looms in this division.
Linen Grass and hempen goods
are extensively produced.
A great Variety of Silk and
Satin goods are also made.
Beside a long line of sea
coast well provided with
harbors and the great Tsientzo
River extending like an arm
of the sea into and through
this division the whole
country is intersected by
a net work of Canals,
which serve as means of
travel and transportation.

From

from province to province and village to village. The alluvial portion of this division is doubtless the most densely populated portion of the earth. The two provinces of Kiangsu and Nganhué contain an area of 92,961 square miles and according to Williams and McCullagh and other competent authorities have a population of 72 000 000 people, although 1000 square miles smaller than the States of New York and Pennsylvania they contain 1½ the estimated population of the United States in 1880. These are the two provinces which most excited the admiration

of Marco Polo who declared that
"the numbers of the people are
so great that they cannot be
counted"

There are in these provinces 125
walled cities and innumbered
villages.

The southern division is ±
composed of the fan provinces
of Kwantung, Kwangsi,
Yunnan and Kwei. chow
They have an area of ±
330,229. square miles and a
population of 37,337,464.
Here in this division are a ±
people, 113 to the square mile,
occupying less than 1/12th the
same area as the U.S. and still this is
the most sparsely settled
portion.

portion of China. These extremely southern people are, I may say, much more active and energetic than the people of the extreme Northern division. Perhaps the energy and activity of the people of Kwantung is excelled by no other in China. It was in this province, at Canton, that the first Commerce with the world was carried on. It was at Canton in 1786 that the first merchant ships carrying our flag touched on a Chinese shore. In the 13th Century Marco Polo, speaking of the trade from Canton to Malabar, said: 'The ships from China brought Copper, gold brocades, silks

silks, gauzes, gold and silver
bullion and many kinds of drugs
not produced in India".
Every portion of this wide
Empire, every class of these
swarms of people pay tribute
to the activity and energy of
the Cantonese.
The other provinces of this
division are mountainous
but have fertile valleys and
hillsides and are rich in minerals.
Gold, Silver, Coal, lead, iron,
Copper, Zinc and Quicksilver are
mined and are articles of
Commerce.
The other division contains
the mountainous portion of
China and carries on a large
trade

trade with India Thibet and Mongolia.

Character of the People.

As to the character of the people China I will not enter into a review of their moral & intellectual capacity, but I will quote what a prominent British official, who had resided here for years, says of them as merchants. " If we examine the character of the nation at large their gain seeking propensities are prominent and in the steady pursuit of these, no matter what the means are, they challenge a comparison. Peddling, haggling and trading are therefore instinctive with them and

and a child which has scarcely learnt to speak, will lay out a few cash to buy sugar cane or cakes and retail them by the road-side; a penny thus gained, is more esteemed than a pound obtained without bargaining. China exhibits one grand mart of traders, "every thing is purchasable, every body vendible. The Emperor trades, his Ministers traffic "in every thing and where such "examples are given we must "expect myriads of imitators. "We ought therefore not to wonder "at the ingenuity which converts "all substances into articles of "Commerce, nor at the fertility

of

" of genius to discover the best "
" markets. Where such a spirit "
" prevails we may easily suppose "
" that the inland trade will be "
" flourishing "

The people of whom this writer speaks are comparatively few, the middle men, behind whom are the great swarms of producers and consumers. With the exception of these middle men and the officials the mass of people are laborers and producers. They are, however, mere manual laborers. Whatever is done, is done by the hand of man. Away from the 14 open ports — mere pin points upon this vast area of the

of the country, where accidental
science has been allowed to
come in, there is little or no
labor saving machinery used;
the whole surface of the soil
is tilled by manual labor,
the plow is used by a few
only, much of the carrying
is done on the backs of
men. Mining is done
without Machinery as it
was 4000 years ago in
western Asia. Yarn is
spun and Cloth woven by
the same crude hand appliances
as in the time of Abraham.
Steel and iron are made
by the same rude hearths
as 3000 years since and

and the blacksmith's bellows is little in advance of the ancient pigskin worked under the arm of the Smith.

Such is the country and such are the people for whose trade we are to compete in the future.

History of past Trade

The History of foreign trade in the past has been one of steady progress and increase. I give briefly a Chronology from its inception to present time.

A.D. 176. Foreigners came by sea to Canton to trade

A.D. 700. Canton was made a regular Commercial Port

part of the Empire. +

a.d. 1400. Houses were built for the accommodation of those coming to trade.

a.d. 1516. Spain and Holland carried on trade at Canton, Amoy, Ningpo and Chusan.

a.d. 1600. England commenced trade with China.

a.d. 1670. The East India Company had a factory on the island of Formosa.

a.d. 1676. The English had a factory at Amoy

a.d. 1700. The English had a factory at Chusan.

a.d. 1747. The number and Nationality of vessels

trading

trading with China was as follows
8 English, 6 Dutch, 4 Swedish,
& 2 Danish. Total 20.

a. D. 1786. The first American
Ship & 30 tons visited
Canton

a. D. 1789. The distribution of
Ships in China was
61. English, 15. American,
5. Dutch, 3. Portugese,
1. French, 1. Danish.
Total 86.

a. 1834. The Distribution of
Ships was:
101 English, 70. American.
37 Spanish, 23. Portugese
6. French, 6. Dutch,
5. Danish, 3. German
1. Swedish, 1. Mexican.

Total

Total 253.

In 1845. British 182, American 83.
French 3. Dutch 11. Danish 3.
Swedish 6. Austrian 2. German 5.
Spanish 2. Columbian & Peruvian 2.
Siamese 1. Total 302.

In 1866. Total Value of trade
$157.027.605.-

Such is the history and such has been the steady advancement and growth of the trade of China with the outside world.

In the early history of this trade it was limited to one port, that of Canton and in quantity to suit the ~~+~~ jealous views of the Imperial Government at Peking. ~~+~~ Later from time to time

Other

other ports were opened with great increase of trade, till the present time.

Owing to the lack of means of transportation in many large and populous districts, with the repressive policy of the Chinese officials the trade can never what it otherwise would have been. In proportion as the means of transportation and the narrow native commercial policy have improved the trade has grown. Even now with 17 ports open to foreign trade we are able to reach only a small percent of consumers of this Country. Aeroads are

are built and canals improved and new ports and inland markets opened and the Government becomes infused with the modern spirit of Commerce the trade will developpe in Comparably greater proportions.

In 1878 the total foreign trade with China amounted to $205,000,000.— of which that Great Britain represents 80½ %
The United States 6½ %
Japan 4 %
France, Germany and all other Countries together 9 %
100 %

As an exact Estimate of the same Total for 1879 has not

has not
as yet been ascertained, but in
all probability it will be
in excess of that of 1878.

I shall now proceed to review
the Trade of 1879 in its
various branches.

In order to render quotations,
given in Shanghai Taels, un-
intelligible, it may be well
to mention that
(all) Sh. Ts. 80 = $100. U.S. Gold Coin
and as regards weights:

1. Picul = 133⅓ lbs

16⅔ Picul = 1 Tam weight.

Exchange.

The fluctuations to which
the Value of Silver has been
subject

subjected all over the world,
has of course most seriously
affected foreign trade in
China where Silver and only
Silver is the ~~Commodity~~ and
measure of all values.
Exchange touched its lowest
point, 4/10 5/8 for 6 months'
sight documentary Bills
on London, in March.
In June it rose to 5/3,
fell again to 5/1 1/4 in July
and in November we saw
it up to 5/4 1/4. —
The difference between the
lowest and highest rate
has been fully 10% and it
was not a rare occurrence to
see a rise and fall of 2 to
3%

3% within a week. +

In order to illustrate more clearly these fluctuations

III I have prepared a table +

(Enclosure No III) showing the

rates of Exchange for 6

months' sight Bills on London

during the years 1870 & 1879

inclusive. It will be seen

that the average rate in 1870

may be set down as 6/-

for one tael Shanghai Sycee

(Silver) against 5/- in 1879.

the fall therefore during that

time being about 17%.

To those not familiar

with these monetary matters

the important bearing +

Exchange has upon foreign

trade

trade may be made clear
when I say, that Imports
being sold for Silver
here, but paid for in Gold
at home, the price, at which
Importers can sell, is regulated
not only by original Cost
price or by the freight and
other expenses incident thereto,
but also by the rate at which
he can exchange the Silver
received against remittances
payable at home in Gold.
On the other hand Chinese
produce, exported to Europe
or America, being paid
for in Silver on this side,
while at their destination
they are realised in Gold,

the Cost

the cash "laid down" there
much depends upon the
rate at which the Exporter
can exchange his Bills
payable in gold at home
for Silver here.
Closely Connected with
Exchange is the importation
of Bar Silver
into this Country. And this,
I think, is of great
importance to the United
States. China next to
India is one of the largest
Consumers of Bar Silver
and draws her supplies chiefly
from Great Britain. —
Lately we have had
large receipts direct from
San Francisco

San Francisco, but there is no reason why the total requirement of this country should not be drawn from San Francisco. Hitherto London has regulated the value of Silver, giving its quotations in Sterling, thereby regulating its value in the United States. But if the Silver required in the East were to flow direct from America, instead of via London it is not unlikely that an independent Silver market with its own quotations for the East might be established at San Francisco.

This question may, however, more easily be brought to a test as soon as the German Silver

Silver will no longer have to be considered.

Grey Cotton Goods

The total value of plain cottons imported at Shanghai from different Countries during the year under review amounts to $ 33,000,000.-

Before dealing with the American goods in particular, let us take a short retrospective view of the Trade in General.

The description of the goods and number of pieces representing that sum will best be seen by the following table extending over the last 4 years.

Imports

Imports at Shanghai.

in	1876	1877	1878	1879
Drills	1,175,000	970,000	1,100,000	1,450,000
Sheetings	115,000	370,000	425,000	690,000
Jeans	247,000	340,000	145,000	192,000
Shirtings grey	5,400,000	4,800,000	3,260,000	5,988,000
" white	640,000	680,000	615,000	1,000,000
T. Cloth.	2,820,000	2,700,000	2,580,000	2,000,000
Total of Pieces	10,397,000	9,900,000	8,135,000	11,020,000

This gives the total quantity imported during 1879 at 11,020,000 pieces against an importation of 8,135,000. in 1878. or an increase of 2,195,000. pieces for 1879.

When we take into account the fact that stocks of the same class of goods on hand on the 31 Dec 1879, were 1,200,000. pcs less

less than those held on the 31 December 1878, we arrive at an increase of about 50% in the Consumption.

These figures speak forcibly for the prosperity of this trade, which next to Opium, ~~dimmagnishes~~ beats all other Imports.

It follows naturally that with such a demand the trade must have been generally a remunerative one, at least it is admitted that 10 Million pieces which arrived during the last 10 months in 1879 came to a very brisk and paying market.

The enquiry has principally been

been (for good not heavily
dyed and manufactures
have met the requirements
with alacrity, but no doubt
dyed goods to a certain
extent are wanted by the
Chinese and therefore the
demand will be met and
met the supplies by some
one.

The appearance of "Hilden
Adulterations", such as oil, tar, rust-
damage and fungi, all
classed here under the
heading, in english made
Cotton
-goods, while it had decreased
in 1878, has nearly totally
disappeared during 1879.

The Case of "Provand & Langton"
in the

in the English Courts, decided against the latter and making him responsible for the losses caused by the adulteration, may to a great extent have assisted in bringing about this change for the better.

Mr Meadows White, in his retrospect for 1878 after speaking of the important Analytical Cases of Mr Wanklyn says. "But it has been for otherwise with medium and high classed foods, with clothes of honest material. There has not been so burning a point in their history, and holders, seeking for, yearning

after

" after a market and finding
" none, have had to wrestle
" with their stocks the year
" through; and in this, it
" may be asked, is there not
" a plea on behalf of Lancashire
" for further and higher flights
" in the pursuit of science?
" Sea, verily — Clay has said,
" while cotton has lost, and
" the native has preserved the
" former being thoroughly
" alive to the intrinsic merits
" of the two. His argument
" is, that filled stuffs, if kept
" from the pernicious rarifying
" influences of clean water will
" last almost as long and be
" as serviceable as will the purer
article.

"article, and the difference in
"price in these days obstructions
"means is an all powerful
"consideration in their economy"
This is true to this day, the
people want clayed goods,
as well as pure ones.
At the same time the
adulteration must not be
carried to such excess as to
deteriorate the fiber, for
whenever such excess is
practised, the consequences
will soon fall back upon
the manufacturer.
The Establishment of a
Cotton mill which I
mentioned in my last
report has not as yet
been

been accomplished. It is said that the Mandarin (an ex Taotai), placed at the head of the undertaking, has disappeared, that the machinery which was said to have been ordered from England through an English firm is now left upon their hands, but whether this machinery has arrived or will ever arrive, remains to be seen.

It would seem that the establishment of cotton mills in this part of the world are still in the far future. Supposing even that the natives could be trained to become skilled in the working

of Cotton mills, which would
cost
a considerable amount of time
And Money, it is doubtful
whether the production of
the raw material is equal
in Quality and sufficiently
large in Quantity, after
satisfying the enormous
requirements always existing
throughout the Country for
Cotton wadding, to reduce
the price of raw Cotton
down to such a level as
to allow its profitable
manufacture into Cloth
when compared with the
cost of foreign made goods

Proceeding now

to

to

American Cotton Goods

the increase in the consumption is still more striking :-

The following table gives the importation during the last 6 years.

Imports from the U.S. to Shanghai

in	1874	1875	1876	1877	1878 1878	1879 1879
American Drills	40.000	100.000	150.000	300.000	500 000.	646.00
Sheetings & Continentals	23.000	60.000	100.000	300.000	400.000	602.00
Jeans	—	2000	7000	50.000	15.000	40.00
Total pieces	63.000	162.000	257.000	650.000	915.000	1.288.00

The total number of pieces for 1879 is 1,288,000-

as compared with 915,000.-

in 1878 resulting

in an increase of 373,000 pieces

which with the reduction of

stock

stocks are known on the 31st
Dec: 1879, when compared
with the same stocks on
the 31st Dec: 1878, amounting
to 87,000 pieces, makes nearly the
increase in the consumption
of 50% as compared with
1878.

It must have been very
gratifying to our manufacturers
to find that notwithstanding
the unfavorable results of
their trade during the years
1877 and 1878, the outlet
for our Domestics in
China has extended so
rapidly;

In spite of famines, taxation
and the many other obstructions
against

against which foreigners in this country have had to contend, the off take by China of raw fabrics was increasing, while the consumption of China's own production, as well as that of other countries, of this exact kind of goods was falling off.

It is thus made evident, that our goods which are free of adulteration, have made good way and secured themselves a ready market.

Although our trade in Cottons has been making rapid strides during late years when the english fabrics show a considerable decline, attributable,

Firstly

gratify or unjustly, to detri-
ration, we must bear in mind
that in some respects we are
retrogaining lost ground;
for, previous to the outbreak
of our Civil War, our importa-
of American Drills at Shanghai
during this year 1861, accordin
to I. M. Customs Returns,
reached the respectable figure
of 1100,000. pieces

It is a
fallacy to believe that englis
heavy sized goods such as
Drills, Jeans and Sheetings
Can be driven out of the
China Markets by pure
American manufacture.
The importation during
1861

1879 ab

Drills Sears Shelvings

452,000 pcs 147,000 pcs 88,000 pcs

Seems to me conclusive that there is an actual and increasing want for these cheap and heavily Rigid goods, a want which English Manufacturers are only too ready to fill to any extent and with benefit to themselves.

Why should we not supply the want? —

The Chinese are perfectly aware of the intrinsic value of Clayed goods, they only buy them for what they are worth, but there are times when the American superior

superior and more lasting
fabrics are beyond their means
and then they necessarily fall
back upon the cheaper qualities
of english make.

Statistics clearly show that
an increased consumption
of american goods does not
mean a decrease in English
goods.

Mr Adkins, M. P. for Mr Canard
in the Church was in his
report for 1878 attributes
the increase in American
Drills to an abundant
harvest of that year, which
enabled the province to
become purchaser of an
increased amount of

Cheese

of luxuries; he says:
"Such as American Drills are
"expensive luxuries, they once
"commanded the trade, because
"they were always superior
"to English Drills, which
"are merely a copy of
"American. At the time
"of the Civil War, the import
"of American Drills into China
"ceased, and upon their
"re-appearance they found
"themselves confronted by
"an inferior make of
"English and Dutch fabrics,
"which supplied the wants
"of the Consumer at lower
"prices. That an american
"cannot hope to compete."

with

"with an English manufacturer
"abroad in point of price is
"quite clear, while he requires
"protection from his rival
"in his own country. American
"Drills are a specialty of the
"american manufacturer,
"but when the inhabitants
"of Manchuria have an
"abundant harvest they
"do not pay the American
"a price that leaves him
"a profit, while they
"pay remunerative prices
"for English goods. F. O.,
"although the consumption
"of American goods has been
"increasing, the business
"has not been in the long
run

"fair remuneration to shippers,
"whilst the trade in English
"Drills has."

What I have said under the heading of Grey Cotton Cloth in general in regard to the profit of this years operations, applies generally as well to American goods. — A few remarks upon each article separately may be read altogether uninteresting: —

Drills.

Our Importation of Drills for this year amount to 646,000 pcs against 500,000 " in 1878 and this show an increase of 146,000 pieces —.

Prices, Spun Rs 2.70 in January, declined

declined to Rs. 2.60 in July, but rose again to Rs. 2.80 in November which Value was maintained upto the end of the year for "F.A.C.D Chop.

Notwithstanding the decline towards the Middle of the year the demand may be said to have been a brisk one throughout the 12 months. Receipts were promptly taken up. Thus happened that even 40,000 pieces were used in a single week.-

Sears,-

have not taken any prominent part in the trade. The make is evidently, so far, also super

and

and has easily to answer
the purpose for which this
class of goods is intended.

The outlets therefore are
confined to a few markets
only, which may eventually
develop into larger dimensions.

This years importation
amounting to 40,000 pcs
against, in 1878, 15,000 " ,
shows an increase of 25,000 pcs,
but compared with Importation
of English Jeans, viz:
147,000 pieces in 1879 against
40,000 imported by us,
it is seen, that we have not shared
equally in the demand.

Values were successively Rs 2.0
in January, Rs 2.25 in April
and

and Sh. 2. 15/07 in June, continuing
so until December.

Sheetings.

Both continentals (heavy shirtings)
and Sheetings proper being
imported by our merchants
under the denomination of
Sheetings I am unable to
draw up a comparison
between our Sheetings proper
and the English Sheetings
The latter came imported to
the extent of 52 000 pcs in 18
27,000 " " 18
88,000 " " 18
this showing an increase of
61,000 pieces over last year.
In introducing this Statement
I wish only to support my
previous

previous remarks, to the effect, that there is also an increasing demand for these heavily sized goods. —

We have this year an increase of importations of 202,000 pcs. as compared with the imports of the previous year, but in order not to be misleading, I must particularly point out that this increase includes both Continentals and Sheetings proper.

This latter article stands in great favor with the Chinese and it has been in particularly good request throughout the year.

Rates opened at Tls 2.70

for

for "Sutrain Head Chop" in
January andrise to Rs 2.80
in March and April. As
stocks were rapidly diminish
extensive sales "to arrive"
took place.
In May we saw the highest
prices, namely Rs 2.90/91,
but they gradually gave way
to Rs 2.80 - 2.85. The
demand never slackend and
it was at its culminating
point in the middle of
November, when in one week
sales amounted to 50,000 pie
By the end of November,
stocks were totally exhauste
Under a normal condition
of the China Trade, we may
look

look forward to a steadily increasing business in this staple - Prospects were + certainly never better.

Continentals :-

These fabrics enter into close competition with the English heavy shirtings, but although our manufactures are more costly than the rival cloth, owing to their superiority, there are hopeful signs, that a good business may gradually be built up.

There has been no difficulty to sell at market rates, which were subject to but slight fluctuations, varying between Rs 2.60 @ 2.67 for 10lbs "Allan and

"Man and Gun" Chop.

Of these Continentals Mr Macleod says: "They are more suitable
"for the riverports but even there
"are bought chiefly when the
"prices contrast favorably with
"the rates ruling for English
"heavy Shirtings. Nor will
"there be much of a change
"in the character of the trade
"until the American manufacturer
"have learned to suit the tastes
"of the Chinese in the matter
"of finish &c. &c., in which
"it is generally allowed they
"are still far behind the
"Lancashire makers."

Some attempts have again
been made to introduce

lighter

lighter goods but evidently manufacturers did not hit the mark.

Trial shipments of White Shirtings have likewise been noticed on this market and they seem to have given more satisfactory results than the former, although they still stand at a great disadvantage with the English Cloth. I will be better understood when I say that about 1,000,000 pieces English White Shirtings imported here last year, at least 750,000 pieces may be put down as heavily clayed.

In conclusion I must reiterate

reiterate my remarks in last
years Trade report, namely:-
Our American merchants in
China have for years done
everything in their power to
induce manufacturers at
home to make a cloth of
lighter weight that will
compete with the English,
but all their suggestions,
labor, money and energies
seem to have been wasted.
We shall make no headway
so long as there is no clear
understanding and so long
as an Understanding is, either
not at all, or only hastily,
acted upon; namely,
that Chinese must have
a cloth

a cloth, in all respects, identically the same as English Shirtings. Known as 6, 7, & 8/4ths Shirtings of 39/40 yards and 6, 7 & 8th T. Cloth - which, it is hardly necessary to add, do not, by far, contain that weight of pure material which their denomination would indicate - and which, moreover, is neither expected nor wanted by the Chinese

So, then, all efforts will be fruitless, unless manufacturers in the United States, appreciate the magnitude of the China Trade, and recognize the necessity of making goods which will compete successfully

on this market.

Kerosine oil

The trade in this article has not been very remunerative to importers generally, owing to low rates ruling here. But the heavy losses sustained fell mostly on Chinese Speculators who bought largely "to arrive" at about the then "laid-down" cost. Notwithstanding, I have to report not only a large increase in Import but also a further remarkable increase in the Consumption both in Shanghai and the neighboring markets, amounting to 3,304,770 Gallons, against 1,446,490 " in 1878.

From

From the following table:

	1876	1877	1876	1879.
January 1st Stocks. Cases	14.500	50.000	43.000	140.000
Import during the year as per I.M. Customs returns	110.202	112 446	419.696.	478.244
	124.702.	162.446	462.696	618.244
Dec^r 31. less Stock	50.000	43.000	140.000	230.000
	74.702	119.446	322.696	388.244.
Less reexport (to Japan) as per IM. Customs returns	37.241.	76.656	178.047	57.767
Actual Consumption	37.461.	42.790	144.649.	330.477

1 Case = 10 Gallons

Showing the Consumption during the last 4 years, it will be seen, that the Importation amounted to 4,782,440 Gallons and as the bulk of this, namely, 3,509,000. Gallons, arrived during the three months April to June, it was natural that the then already weak

market

market, which, from the influence of heavy shipments from New York, had declined from Rs 1.70 in January to Rs 1.55 in March, further gave way, till the lowest figure, Rs 1.20, was reached by the end of June.

This total collapse of the market was attributable to telegraphic advices being received here, announcing new discoveries of oil wells in the United States, coupled with low quotations at home at which a case of 10 gallons oil could be brought to this market at a cost of Rs 1.30.

This state of things, however, lasted but a short time: The holders decided upon a

firm

firm policy and the market gradually recovered and rates rose to again to Tls 1.50 in the beginning of August.

Since then prices receded to Tls 1.30 to Tls 1.40, said to be about Cash price.

But it must be remembered that the bulk of arrivals here, left New York during the latter part of 1878 and therefore cost + something like Tls 1.70

Shanghai is now the centre of the large Coasting trade, which is carried on in Steamers, sailing Vessels and, to a great extent, in Native craft, distributing foreign Imports to all the + Northern and the nearest

Southern

southern ports as well as to all those situated on the Yangtze River. While of other foreign articles this port receives by far the greatest share, as regards Kerosine oil, it receives nearly the total American export to China.

Kerosine oil from here also finds an extensive outlet to Nagasaki (Japan) and Shanghai virtually commands that market. This is due to the Chinese drawback system which enables to recover the Import duty on reexportation, and it is further due to the cheap, almost nominal freight afforded by the numerous Coal

Ships

Coalships plying between this and Nagasaki, which are only too glad to take cargo that saves them ballast cheaply. Thus we are enabled to lay down Kerosine oil in Nagasaki at a cheaper cost than either Kobe or Yokohama.

The cause of the increased + Consumption must be looked for in the low prices, ruling during the last 2 years which brought Kerosine oil within the reach of even the poorest Chinese + Consumer, not only in our neighborhood but also, in spite of an expensive transport, in the distant markets of the interior of China.

If it

If it was not for the Expence of
Lamps and principally from the
breaking of chimneys, we
should see the consumption
soon doubled and trebled,
as, where once introduced into
a districts, it takes a very firm
foothold and the Chinese are
unanimous in their opinion,
that it is a brilliant light,
not to be compared with
their old oil wicks.
Lately some enterprising Chinese
at this port invented a mixture
which when added to Kerosine
oil they claim renders the
latter fit for use in their
ordinary Chinese lamps (an open
vessel with a wick) without

the

the least danger of Combustion.

Should this invention prove a success the consuming capacity and the demand for our oil in this country will undoubtedly be wonderfully enhanced, as its cheapness, reducing the cost of light to about 1/3° of that of Chinese oil, will command it to everyone.

Lumber.

This branch of trade, for the year 1879, is conspicuous only by a complete stoppage of arrivals from America, a fact to be ascribed to excessive receipts in 1878 which were likely to fill the requirements for

for some time. These amounts
to no less than 8,500,000. sup
ficial feet, while the supplies
of 1877, aggregating 2,200,000
superficial feet, were already
considered adequate to the
demand.

Although this statement may
not be very encouraging nor
likely to stimulate enterprise
I believe the trade is one which
deserves the closest attention
on the part of our merchants.
China is extremely poor in
wood; the whole region
extending from the 40th down
to the 30th Northern parallel,
and from the sea coast
westward inland, as far
as the

of the remote provinces of
Szechuen and Yunan, comprising,
roughly calculated, an area of
at least 432,000 - square miles,
which may be said to be entirely bare
of timber. When it is considered
that this region is thickly populated,
that timber is largely required
for building purposes, for furniture,
for agricultural implements and,
last but not least, for Coffins,
one may easily form an idea
of the enormous consumption
of timber. -
Leaving out of the question
that part of the Country,
which, practically, is situated
beyond the radius of foreign
trade, I shall confine my
further

further remarks to the markets fed from the sea ports.

The Northern provinces of Shantung and Chihli draw their supplies chiefly from Corea, by Junks, which load at Yalu-chan, a Chinese port adjacents to the Corean frontier, and thence proceed to Tientsin and the different harbors along the Shantung promontory.

This province, as well as those contiguous to it, depends for their lumber upon Japan and Formosa.

It may naturally be asked how can we from the Pacific Coast, compete with producing districts

districts being so closely
within the reach of consumers,
as those above named. In
reply I shall point out a
few reasons which I deem
sufficiently strong as to invite
our people to give the question
due consideration and perhaps
to encourage some experiments
which as a rule leads to quicker
results than calculations and
conjectures -:

Namely, timber in those districts
is, before felling already, a
costly article, when compared
to what it is in Oregon and
California. Before reaching the
port of shipping it has to be
transported over long distances
at

at no light expense. The cheapness of labor is to a great extent counterbalanced by extra time involved by the use of the most primitive tools and the total disregard to dispatch which characterizes the Chinese workmen. Then again comes the consideration of freights on this coast which from Japan and Foochow to this, vary from 1/3 to 1/2 of the rate ruling, under normal conditions, for sailing vessels from Oregon to this -.

The lumber coming from Japan consists chiefly of deal-boards, varying from 6 1/2 - 7 feet in length 12 - 14 inches " breadth (but the broader the better) 1/2

1/2 - 1 in: in thickness, and are of the commonest quality; they represent about 70% of the total imports of lumber to + Shanghai, being used for partitions, etc, in Chinese houses.

Foochow supplies almost exclusively poles from 12 feet upwards in length and 6 to 10 inches and upwards in diameter. The Canton wood comes in the shape of logs but short trunks which the Chinese cut up into planks for various purposes.

From the Southern ports, the Straits and occasionally from Manilla we receive a variety of Hardwood which always

always finds a ready market, provided it be of desirable size and quality.

Those who wish to enter this vast field of competition should appoint some one to closely study the requirements of the country.

For instance, Coffins are an important item; the quantity of wood used for a Chinese coffin is about sixtimes that which it takes to make a foreign one. Only plank wood is desirable for such a purpose and that is in China the most expensive kind. The liberality which the middle and better classes of Chinese display for obsequies is quite

surpri

emprising - The wood alone for a superior Coffin is said to vary from $ 50 to $300 - each.

Household furniture forms an article which also deserves some comment: -

From one end of the Empire to the other, the different objects of that category, hardly vary in their shape and construction; a table or a chair that sells in Canton will sell equally well in Tientsin or in the remotest part of the Country. There is no caprice or change of taste to contend with, the fashion never changes, and in shape they are so clumsy and simple that with a few patterns

patterns, the principle parts of a piece of furniture could be turned out, on a large scale by our labor saving machinery at a low cost.

Here it is where our capabilities of competition must come into play.

To save freights and labor we should be able to supply the rough material in parts, such as legs and table tops, chair bottoms, in fact all parts of furniture, boards for coffins cut into proper dimensions, and all kinds of lumber shaped to a certain purpose, all of which might be shipped in their rough condition, direct from the mills

mills, leaving the finishing and putting together to the Chinese on this side - I foresee in those parts of our Pacific Coast where timber is abundant and in close ≠ proximity to the final port of shipping we should certainly be able to compete and build up a good and large trade.

Under this heading I have only, in conclusion, to add a few statistical figures: viz,

Total receipts of lumber &c in foreign built vessels, according to M. Astons.

Valuations, in 1876 $1,000.000

" 1877 " 1.300.000.

" 1878 " 1.400.000.

" 1879 " 1.450.000.

as.

as I have already mentioned, America has had no share in the lumber trade of 1879, while in 1878 she participated to the extent of $ 272,000.-
and in 1877. $ 76,200.-

Metals

This is an important branch of the China trade. its total value amounting to $ 7,000,000.-
The following table shows the principal descriptions of Metals imported at Shanghai during the last 4 years, this port being the distributing centre of nearly all metal shipped to China, Lead excepted.

Imports

Imports of Metal at Shanghai

	in	1876	1877	1878	1879
Lead	Pcls	114.000	137.000	138.000	182.000
Quicksilver	.	2469	2274.	954.	4661.
Railroad Iron Bar Iron	} .	180.000	315.000.	302.000	346.000
Pig Iron	.	?	?	?	60.000
Old Iron, as Boiler.	. }	?	?	?	253.000.
Nails, Scraps, Hoops, Horseshoes	}				

Lead. Imports have during 1879 somewhat fallen off which must be attributed to the very low prices ruling up to the end of the year, when, in sympathy with the home markets, rates began to rise rapidly from Tls 4 to Tls 5.30 per picul and at the time of writing (2 February 1880)

ib

is worth Rs 5.00 per cent.

There have been some shipments of Fuji head made from San Francisco to China and Japan during the year and so far as I can learn they have done fairly well, although for causes beyond the control of our merchants, namely declining markets, they did not fully realize the expectations of shippers.

With such a great number of argentiferous Galena mines, worked simply for the silver because the ores are so tractable in reduction, we ought to be able to compete with any producing country in the world. And it remains to be seen, whether

more

more of our Pig Lead cannot
be diverted to China, the requirements
of this Country having been
14,209 tons in 1877
and 14,578 " " 1878.
With such a large market, at
no very great distance, and with
the cheap facilities of
transportation now existing
we ought to be in the position
of driving all competition out
of this market.

The importation of Quicksilver
has remarkably increased
being 4 times that of 1878
and double that of 1877 & 1876.
Hong Kong imports large quantities
of this metal which is used for
various purposes. #

OK

Of Iron Scotch an importation
of 50 tons American Pig Iron to
this port. /

In giving the above figures about
Iron Scotch merely to draw
the attention of our manufacturers
and merchants to the fact that
here there is a large market
for such metals, to be availed
of whenever this market
is likely to offer a profit -

Coal

The total receipts of coal
during the last four years +
respectively are as follows:

	1876	1877	1878	1879
Tons	109,500.	138,700.	139,700.	135,20

Of this Amount by far the largest
share

share is imported from Japan which trade increases steadily from year to year.

Native Coal from Formosa and the Tantze River ports amount only to about 12,000 tons per annum and, as it appears, cannot compete with the Japanese.

The importation of Australian and English Coal has materially decreased owing to the very low prices ruling for these better qualities of steam coal.

Of <u>American Anthracite</u>, the total receipts amount to 2588 tons in 1879 against 5100 tons in 1878 and 2100 tons in 1877. —

do.

As already remarked in my last years report it is the rule in New York, when loading vessels for China to give them a ballasting of Anthracite coal, at a nominal rate of freight, but of the 14 vessels which arrived during 1879 with full Cargoes, only five brought a total of 1586 tons to this market.

The demand was fully met at prices which must have been satisfactory to Importers, so much so, that shipments per Steamer to the extent of 1002 tons were made from Hong Kong to this. Prices ranged from Th. 8.40 in the beginning to Th 10.50 at the end of the year when

when small cargoes arriving
were eagerly taken up.
Our hard Coal is almost only used
in the houses and the laundries;
for the Chinese Blacksmiths, who
like it our Anthracite, prices
are too high and they replace it
by Japan & Bankaid Anthracite,
costing only from $6-7.

Woollen Goods.

As our manufacturers need not
at the present time look abroad
for markets, I shall pass
but a few remarks upon this
subject which may encourage
our producers of woollens to extend
their production beyond local
requirements - The total

The total value of the trade in woollens amounts to $7,500,000. The principal discriptions imported during the last two years are as follows

	1879	1878
Broad & Medium Cloth	26.000	51.000
Spanish Stripes	52.000	49.000
Camlets	105.000	90.000
Long ells	116.000	92.000
Lastings	60.000	54.000
Blankets	13.000	11.500
Crape lastings	9000	11.000
Plain Lustres	17.000	17.000
figured Orleans	175.000	130.000

Thus it will be seen that China affords an extensive market of which we may, in no very distant

very distant future, avail ourselves.
With the exception of Bombazines
and Broad Cloth which comes
from Germany, all supplies
are drawn from Great Britain.

Spanish Stripes, Camlets,
Camblets, Lastings and Blankets
are all heavy goods but plain,
without any patterns, varying
only in Shades and Colours,
suitable for this market. Their
manufacture is therefore
comparatively simple and will
facilitate our competing
with Europe.

The other descriptions,
Crape Lastings, Plain Lustres,
and figured Orleans are lighter
goods and imitations in wool,

Of

of the native silk piece goods.

The factory for spinning woollen yarns, and making woollen cloth in Lan-chow-foo in the far west, province of Kansuh, is now said to have been completed and I am assured that by this time the first piece of woollen cloth ever manufactured by foreign machinery in China, will have been presented to Tso tsung tang the, Governor of Kansuh and Conqueror of Kashgar.

The Governors object is to clothe his soldiers with a good and strong material independently of foreign imports. —

The Te

The Tea Trade.

In order to show the growth of this serious Tea trade, from Shanghai and the River Ports, to the United States, as compared with that of previous years, I cannot do better than first give the following table; viz,

	Black Tea	Green Tea	Totals
Season 1875/76	2,300,000 lbs	19,000,000 lbs	21,300,000 lbs
1876/77	2,300,000	14,000,000	16,300,000
1877/78	2,000,000	14,000,000	16,000,000
1878/79	1,000,000	11,000,000	12,000,000
1879/80 to 31 Dec/79 only	2,500,000 -	14,500,000	17,000,000.

After a succession of disastrous years to those interested in the Tea trade, it is

pleasing to be able to chronicle
one of prosperity.
This season has indeed been
a most remarkable one:-
Contrary to all rule a great
number of Chinese Tea men
have either been ruined or
so seriously crippled, that
at an early stage of the
campaign they were compelled
to withdraw.
On the other hand, those of the
foreign Tea merchants who had
sufficient vitality to weather
bad times and share in this
years' trade have nearly all
reaped handsome profits.
In some instances these
profits assume the proportions
of

of fortunes. This result must be attributed to an exceptional Conjuncture of favorable Circumstances, more than to the skill of the operators.

Owing partly to our increased demand and partly to ~~+~~ apprehensions of short supplies at home a rapid rise ~~of~~ took place both in America and Europe, at a time when the bulk of the early tea crop, available in China had already been secured in the hands of foreign shippers. Moreover, the season opened under exceptionally auspicious Conditions: With a view to prevent a "rush" upon the new teas

and

and to allow stocks in Chinese hands to accommodate sufficiently to do at present a large quantity for selection, the whole body of the merchants who annually congregate at Hankow to compete for the new teas, entered into an agreement whereby each purchaser bound himself to stay operations upto a certain time, which was to be fixed by the Combination. The consequence was, that before buying had commenced there was a stock of nearly 300,000 chests, say about 16,800,000 lbs of Tea to select from.

The Chinese, in making their

their financial arrangements, having calculated upon the usual "rush" and quick sale, began to grow anxious as the time to meet their engagements drew near.

Naturally was a better selection secured than was ever remembered to have been the case for the early steamers, but prices were reduced from 15 to 20% under those of the previous year.-

At the opening time in Hartford, on the 19th May, the crop was considered to be one of an average yield, but later on in the season, it was discovered that the subsequent "pickings" in many

many districts had considerably suffered from drought.

Their spirit, ~~was~~ and ~~not~~ deterred by the results of the first crop, "pickings" a great many Chinese discontinued packing Tea for sale to foreigners and therefore a larger portion of leaf, than usual went into the Chinese Consumption; ~~enhanced by the low prices ruling.~~

The active demand for Tea seems to have been universal this year. The Russian trade which is one standing almost by itself, took an unprecedented proportion of the Hankow tea crops from English and American competitors

competition. Purchases sent by way of Siberia, alone amounted, upto the end of October, to 14,000,000 lbs as against 8,000,000 lbs in 1878.

What I have said above refers principally to Black Tea.

As to Green Tea, it has enjoyed the same eager demand and high prices at home. The Competitors were chiefly American buyers. But this description arriving later than the Black Tea and supplies seeming at one time hardly adequate to the demand, comparatively higher prices were paid for it. # Green Tea is

said

said tobe growing worse and
worse every year and the
deterioration is made worse
by the Chinese practice of sorting
out the tender leaf which they
sell separately at higher prices
and without giving Compensation for
the deterioration of the Tea thus
sorted from.

The Competition of Japan
threatens to check the demand for
China green leaf in the United
States and the deterioration
of the latter is alone responsible
if it does not share in the
increase of the Consumption at the
same rate as Japan leaf.
But China Tea generally,
as the Secretary of the Customs'
Statistic

Statistical Department in
this report of 1876, correctly
points out, is "heavily
handicapped in the contest as
against both Japan and Indian
Tea. The former pays only
a duty of boos 3½, about
87½ dollar cents per pecul,
while no duty is levied on
the latter. The duty upon
China Tea, on the contrary,
actually amounts, though
the basis of the treaty tariff
was an assessment of 5%,
to 10% upon North China Teas
and to 19% upon those exported
from Foochow and Amoy.
On the presumption, which is
too favorable, that the inland
imposts"

"imposts do not exceed the treaty
"dues. Under treaty, half the above
"sums will have to be added
"to cover these charges, etc, from
"the North and South of China
"will thus have paid in duty
"15 and 28 per cent respectively,
"before leaving the port."
"So long as China held a virtual
"monopoly of the Tea trade, this
"increase to the selling price
"could be disregarded with
"safety. But now that the
"annually increasing Competition
"of India and Japan seriously
"threatens the future position of China
"Tea, the Government, are should
"think, ought no longer to disregard
"the effects of this heavy duty".

Silk

Sicks

To a prominent feature in this trade of the year under review, I have to record a steady increase of shipments to the United States.

The following table speaks for itself.

	To the U. States Bales	To Great Br. France &	Total Bales
Season 1875/76	= 7,300	59,700	67,000
1876/77	= 4,400	64,000	69,000
1877/78	= 4,500	50,500	55,000
1878/79	= 5,100	55,900	61,000
Present season 1879/80 1 June to 31 Dec	Bales 6000	Bales 44,000	Bales 50,000
Future Season 1879/80 probably	= 8000	52,000	60,000

∴ The season opened in the latter part of June as is usual, with the first arrivals

of

of the new Silks from the Interior.
Although the hopes for a large
crop, as at first entertained have
not fully been realized, still
the yield, it must be said, was
a very fair one; 70,000 Bales
it was said would be available
for foreign exports, during the
year, not including the Yellow
Silks coming from the provinces
of Shantung and Szechuen.
But there is no doubt that,
had the foreign demand been
greater and consequently,
prices offered more tempting
to the Natives, we would have
seen even larger supplies coming
forward, which under existing
circumstances have been
with

withheld from this market
and taken up for the
native Consumption. Influenced
by the low prices ruling at the
close of the previous season,
the ideas of cultivators, as to values,
were quite moderate. Nevertheless,
European houses, acting
under the belief of an improvement
of prospects for china silk at home,
paid the middlemen in some
instances something like 12 %
over and above what was known
to be the ruling prices in the
interior markets.

Some profits were realized
by foreigners who operated in
the interior, jointly with
Chinese, reselling on this market.

A reaction

a reaction, however, soon followed; foreign demand languished and prices were gradually reduced to the level of those ruling during the previous season. They only occasionally fluctuated under the influences of the value of silver or of momentary impulses given by the home markets.

Purchases for America were characterized by this being confined to the best selected silks, made up into "reels", as well as by their regularity, irrespective of the general dullness of the trade.

This season's silks is said to compare favorably with that

that of the previous yield, in quality, cleanliness and Colour.

The Yellow Silks from Shantung (Via Chefoo) and Szechuen (Via Hankow) are attracting more attention than usual. The finer kinds are said to be an excellent Silk and comparatively cheaper than the White descriptions from this neighborhood. But owing to the extreme length of the reels into which they are made up, they are at a heavy discount as being unfit for the american market and many European manufacturers whose machinery is not adapted to the long reel, although

although there is no doubt that if carefully re-reeled as is all Silks that goes to America, it would became a favorite article there and compete advantageously with European Silk.

In my last report I drew attention to the expansion which the cultivation of the Mulberry tree is taking on the lands which were laid waste at the time of the Taiping Rebellion. That expansion has continued. Every year more tracts of such land are cleared of their ruins and weeds and converted into mulberry plantations. Thus a gradual

Am

but steady increase of the
Silk production is going on
in this country.
With regard to the complaints
which are continually heard
from America about the
Chinese adulterating their silk,
with the object of increasing
its weight and improving its
looks, thus defrauding the purchasers,
I believe no opportunities are lost
by our merchants here to remonstrate
with the Chinese Silk men, but the
practice, it is to be feared, will
be entirely abandoned only
when forced to do so by ~~+~~
Competition. And such
competition is furnished in
Japan, to whose shores by means of
foreign

foreign machinery a pure and very superior article is produced.

It is therefore satisfactory to note that one of our leading American firms has entered upon the field of progress by introducing the western system of Spinning and reeling silk with the aid of Italian experts who have been engaged to train Natives to the work. Although so far, carried on only on a small scale it is hoped that the experiment may lead to a great developement and bring about some beneficial results.

A similar innovation was made some ten years ago by an English firm, but owi

to probable

probably to a want of perseverence and proper management the Undertaking was abandoned after only a short existence.-

Cow hides

From a quite insignificant export of only about 500 Pcuts in 1877 and 5093 Pcuts in 1878, this article has assumed the character of a trade during the year under review. No less than Pcuts 16137 having been shipped to New York and Boston. The districts of producing the hides are in the country adjoining Chin Kiang and Hankow. Here they undergo a certain process.

process of cleansing and medicat
for preservation and are by drau
pressed for export.

Even with Great Britain this
Trade is but of recent Origin.
From Seers 329 in 1871 the expo
grew to " 4000 " 1872
" 4700 " 1874
" 5000 " 1875
" 15000 " 1876
" 57000 " 1877.
and fell again to " 47,204 " 1878
and " 26,069 " 1879
owing principally to higher
prices being wanted and to the
scarcity of supplies.
During these years prices have
fluctuated from Rs 7-0 to Rs 16-0,
which is now ruling.

Strawbra

Straw braid.

Since it has become a regular and growing article of export from this country to the United States a few remarks thereon may be appropriately given.

The industry is confined almost entirely to the Southern parts of Chih-li, the North-West of Shantung and the North East of Honan, where wheat is extensively grown as the staple food of the people.

The Straw, when well preserved, being considered a valuable article by the Cultivator, the greatest care is taken in gathering it.

At the time when the Wheat

Chas.

has reached its maturity, - but before the plant has completely dash its sap, it is pulled out with the roots, the ears are cut off and the stalks undergo a slow, natural process of drying. The Straw is then classified according to its fineness, bleached by sulphuric vapour, and handed over to the farmers' wives and children for plaiting. The remuneration for such work is exceedingly small, although trained skill is required to do it, but as it is carried on indoors, when there is no occupation in the fields, an earning of 2 to 5 cents a day therefore is considered quite

Satisfa

satisfactory by the people. Merchants who buy the grain in small quantities from the farmers have it bleached over again when a white colour is desirable, and then it is made up in to bundles and bales, ready for transportation to either Tientsin or Chefoo, whence Natives and foreigners ship it to Shanghai.

Exports from Shanghai have been during . . .

	1876	1877	1878	1879
to the United Stes Pcls	3,000	6,000	8,200	12,500
to Great Britain "	17,000	20,000	27,900	23,000
Total Export Pcls	20,000	26,000	36,100	35,000

In former years this trade used to be centred in Canton, hence the grain

the braid, in Europe & America, is still known as Canton Braid. At present Shanghai has the entire monopoly.

As the demand increased, prices have advanced year by year.; the average value of one pecul in 1874 was Tls 15.-

" 1875 " " 21 -

" 1876 " " 22 -

" 1877 " " 24.-

" 1878 " " 24½

" 1879 " " 25.-

One of the main causes of this increased demand and export is the falling off in the industry in Europe, which find it impossible to compete with China. Hence Manufacturers look more and more to China for their supplies

(Navigation)

Navigation.

The continued unsatisfactory Condition of American Shipping in eastern waters is a subject of great # importance. It will never ± improve till our merchants and Shippers turn their attention to the Creation of a Steam Marine.

Steam is taking the place of sail every where in the world and no where is the fact of the extended steamer trade so evident as here in Asia. Enclosure No 4 shows that while steam tonnage has doubled since 1871. sailing Vessels have just kept their own. With all our trade and other interests here in the East there is only One small

/4.

Steamer

Steamers of 700 tons that carries
our flag. While all of the other
great Commercial nations have
large fleets of Steam Vessels,
we have none. Even China
and Japan have within the past
ten years caught the new Spirit
and created a Steam Marine.
In my dispatch of No 19 (old
series) dated August 7th 1879
I pointed out that our imports
and exports to and from China
were sufficient to support a
respectable fleet of ocean Steamers
to run by way of the Suez
Canal. We have lost the whole
inland and coast trade in China
and Japan by sale of the fleets
of Steamers heretofore running

and

under our flag and have built
more to replace them.
I described fully in that
dispatch how we need three
classes of Steamers in this trade.
1st Ocean Steamers to run from
the United States through the
Canal to all the ports of China
and Japan bringing our goods,
oil, Coal, Metals, Clocks Canned
goods, breadstuffs, lumber and
miscellaneous articles and
Carrying back in return
Teas, Silks, hides, Camels
hair, Strawbraid, Rushhats
and other produce of China
and Japan. - that these
Steamers should run on
the same plan as the Holt
Glen

Glen and castle - lines, making
no schedule time but visiting
every port when freight is to
be had. Such Steamers under
foreign flags now run, carrying
our goods and paying from 7 to
10 % upon the investment, & all
all these lines, must ave ha paid
to pay a handsome return upon
the Capital invested.

2d That we need a fleet of
Coasting Steamers running from
Hong Kong Manilla and Shanghai
to all the open ports of China
and Japan. I can say the
same of this investment.
There are 5 Companies
engaged in this Coast trade
and all have paid handsome
dividends

dividends.

3d A line of River Steamers on the Yangtze from Hankow and other river ports. The several Companies now engaged in this inland & Carrying trade had a successful year. If the business has been remunerative when trade was stagnant every where, what will it do when Commerce is showing such wonderful renewed Activity as now at the opening of 1880? This subject is worthy of the attention of the Department and of our Commercial people.

Fortune

Future of Trade in China.

I am fully convinced that there is a wide field for trade in China. It is true that the masses of people are not able to buy much per capita but a few dollars each would in the aggregate amount to a vast sum. As I remarked above China is literally a land of manual labor. Outside of the open ports there is no labor saving Machinery; & Everything which is used is made by hand. The lumber of the houses is sawed by hand; the chairs, tables, bedsteads and other household furniture is hand made; all the cloth is woven

wares is also hand made, the
kitchen utensils are the same.
All raw ore from the time
the ore is taken from the mine
to the time it is ready to use
is the result of the rudest
processes and appliances. All
farm utensils are made by
the same crude means. +
Although labor is cheap and
food low priced such unaided
labor does not result in cheap
products as compared to the
results of labor saving +
machinery in Europe and
America. I believe that there
is not a single article of
clothing worn by these people,
not a piece of household

furniture

furniture as a single agricultural utensil, that could not be produced by machinery and brought here cheaper than it is made in this country by hand.

It must be borne in mind that in all China there is not a school where a single principle of applied Mechanics is taught to the people. Such people cannot possibly in this age of applied science compete with the people of Europe and America, fresh from the complete system of Schools of technology and best organized workshops

What is needed is that our Manufacturers shall send a corps of

of experts who shall fully inform themselves as to the quality and prices of all articles of all kinds in use in China and then make them to suit the wants and needs of the China market.

If this is done, and China should abandon her repressive policy, as she seems about to gradually do, the possibilities of this trade are boundless.

To recapitulate:

1st China is a vast country of great and varied resources.

2d Her population equals the whole of Europe and America and it is engaged in every pursuit known to human industry. #

3d

3d The past history of foreign trade with China for a hundred years shows a steady increase and development.

4th The year 1879 as compared to former years shows a great increase and has been one of ~~great~~ large profit

5th Navigation still shows badly for American enterprise and interests. We imperatively require a Steam Merchant Marine

6th The future of trade with China never looked so promising as at the Commencement of 1880 - and only needs an intimate knowledge of ~~with~~ the requirement of Chinese Civilization to enable

an

our manufacturers to compete with Chinese in the making of an infinite number of articles now imported.

Frank L. Bailey

Consul-General

Mr Wood.

No. 93] July 3d 1880 United States Consulate General at Shanghai,

Mr. Bailey Consul General. Rec'd Aug 1880 to the State Department,

Subject:— Receipt of dispatches

DEPT OF ST. AUG 15 1880 RECEIVED

ABSTRACT OF CONTENTS.

Acknowledges receipt of Nos 40 41 42 43 44 also Dispatch Circular announcing the appointments of Mr John Hay Assistant Secretary of State

No. 93.

United States Consulate General,

Shanghai, Feby 3d 1880

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to acknowledge the receipt of your dispatches numbered respectively 40. 41. 42. 43. and 44. the latter dated 18th of Dec 1879. and also Department Circular of Nov. 22d 1879. announcing the appointment of Mr. John Hay to be Assistant Secretary of State.

I have the honor to be

Sir,

Your obedient Servant

Saint Thomas

Consul-General

Ack Ackd March 6/80 to Foochow

No. 94.] 3rd Feby 1880 United States Consulate General at Shanghai,

Mr. Bailey Consul General. to the State Department,

Subject:— Woosung Bar Correspondence

ABSTRACT OF CONTENTS.

Enclosed in print Woosung Bar Correspondence.

No. 94. —

United States Consulate General,

Shanghai, July 3d 1880.

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to enclose copies, in print, extracted from the "Shanghai Courier," of certain correspondence between the Chairman of the Shanghai General Chamber of Commerce, and Sir Thomas Wade Doyen of the Diplomatic Corps at Peking, and myself as Doyen of the Consular Body at Shanghai, concerning a tax to be levied on the imports and exports of

this post to be applied to
the Conservancy of the River
and its approaches to Shanghai
I have the honor to be
Sir,
Your obedient Servant
Signed H. Bailey
Consul-General
Inclosure.
Copies in print of
Correspondence relating
to Woosung Bar

Shanghai

Inclosure:
With
Aspatoria, 97.

Copies in triplicate
of Commander
Brainy on Crossing
Bar.

THE WOOSUNG BAR.

The following correspondence relating to a scheme for the conservation of the River Approaches to Shanghai has been handed to us for publication :—

Shanghai, 10th November, 1879.

To His Excellency Sir THOS. F. WADE, K.C.B., H.M. Envoy Extraordinary & Minister Plenipotentiary, &c. &c., Peking.

SIR,—I have the honour to enclose copies of four letters on the subject of the Woosung Bar, which have recently been addressed to this Chamber by the Agents of the two European Mail Companies, of the principal lines of Suez Canal steamers trading to Shanghai, and of lines of coasting steamers.

It appears from a carefully compiled statement appended to one of these letters, that during the last four months, the want of water on the bar has caused an aggregate detention of ninety-eight days to thirty-four steamers of the regular lines, as follows :—

P. & O. S. N. Co.	9	steamers detained	31	days
M. M. Co.....	10	„	27	„
O. S. S. Co.	8	„	14	„
"Glen" line.....	5	„	18	„
"Castle" line	2	„	8	„

The statement also shows, that, in the case of occasional steamers bound inwards, the detention has been no less serious, and furthermore that in eight instances during the period under review, the outward bound mail steamers have had to leave Shanghai for Woosung from one to six days before their contract dates, in order to cross the Bar with safety.

To the loss and inconvenience caused by these detentions must be added the heavy expenses incurred in discharging a part or the whole of many inward cargoes at Woosung in order to allow the steamers to cross the Bar at all—expenses which amount to a sacrifice of sevento ten per cent of the freight from Europe on each ton so discharged.

The most significant fact, however, is that during the last two months, even light draft river and coasting steamers have been unable to cross the bar from want of water at certain stages of the tide. Messrs. Jardine, Matheson & Co. point out that in the case of their Northern steamers, the loss of a tide at Woosung really involves a loss of twenty-four hours in the voyage to Tientsin, and Messrs. Siemssen & Co. state that they have frequently been compelled to shut out cargo from their steamers under despatch to the South, as they would have been unable to cross the Bar if fully laden.

Experience shows that every year the summer floods of the Yangtsze produce a certain silting up of the Woosung Bar, which reaches its maximum in the autumn months, but which is again reduced by the scour of the river during the winter. To some extent, therefore, the recent low water may be ascribed to regularly recurring causes which have been unusually active during the past season, but there seems no doubt that the Bar is steadily and rapidly shoaling, the decrease in average depth of water being stated by careful observers at not less than three feet during the past five years.

The facts speak for themselves, and point unmistakeably to a danger which, if unchecked, threatens the prosperity if not the existence of the greatest emporium in China. The interests at stake are alike those of the foreigners who have built up their settlement by large investments of capital, of the Chinese whom foreign trade has brought in thousands to the port, and of the Imperial Government which derives from Shanghai a large part of its total Customs Revenue.

The Committee is fully conscious of the material difficulties to be encountered in any scheme of river conservancy, and so far from presuming to suggest any remedy, believes that there is no one now in China with the special scientific and practical knowledge needed to cope with those difficulties; but that the approaches to Shanghai can be improved and kept open, is not to be for a moment doubted, in face of what has been done elsewhere; and the question resolves itself simply into one of expense.

As regards this, the Committee has learned with regret during recent interviews with your Excellency and with Mr. Robert Hart that there is small likelihood of any appropriation from existing sources of Chinese Revenue towards the removal of present obstructions to navigation. The Committee has further been advised at different times by persons in high authority, that any work of this sort will probably have to be initiated by Foreigners, and carried on for some time at foreign expense.

In the belief that a favourable opportunity now offers for doing something in this direction, the

Committee is induced to submit the following suggestions for the consideration of the Foreign Ministers at Peking.

For various reasons into which it is not necessary to enter here, the Municipal Tax, called "Wharfage Dues," hitherto levied in the Foreign settlement North of the Yang-king-pang, is likely to be abolished by the Ratepayers at an early date. The resulting deficit in the Municipal Budget will have to be made up by retrenchment in expenditure, and probably also by new taxation.

The Wharfage Dues, based upon an assessment of about one-tenth of one per cent on the value of goods landed or shipped by residents in the settlement, have yielded about Taels 80,000 per year to the Budget. They are admitted to have been an insignificant charge on trade, and are only objectionable because, not being levied on the so-called French Concession, they have to that extent operated unfairly to residents North of the Yang-king-pang.

It would seem that if this Tax could be re-imposed in such a way as to fall impartially upon all imports or exports through the Foreign Custom House, a revenue might be raised which would go far towards the expense of river conservancy if it did not prove ample for all necessary work.

The following are the main features of the scheme which the Committee is prepared to advocate.

1.—A convention to be made between the Treaty powers and China, authorising a special levy of "River Conservancy Dues" on all goods imported or exported through the Shanghai Foreign Custom House.

2.—The dues to be collected by the Foreign Customs at the same time as the tariff duties.

3.—The dues to be calculated on a basis of a tenth of one per cent on the value of the goods. Judging from the average of the years 1876-1878, this would yield annually about 117,000.00 Haikwan Taels.

4.—A certain portion of this sum to be paid by the Customs towards Municipal revenue, for division between the two settlements on some equitable basis. This payment to be, in consideration of what the Municipalities have done, and will continue to do, in building and maintaining bunds and jetties and in clearing the foreshores of the settlements.

5.—The other portion to be applied by the Chinese Government towards the conservancy of the river, the removal of obstructions to navigation, and the general improvement of the approaches to the port.

6.—The money to be expended under the direction of a foreign Board of conservancy, of which the Commissioner of Customs should be ex-officio a member. This Board to receive the requisite powers from the Chinese Government.

It is a question whether "Port Dues" might not also be levied on all vessels entering at the Foreign Customs, at a moderate rate per foot of draft on arrival and departure. There is not much reason to believe that such a tax would be seriously objected to, if it were seen that the improvement of the river was actively taken in hand.

I ought to add that this scheme has, up to the present time, been discussed only by the members of the Committee, who desire me to submit it for the consideration of your Excellency and your colleagues; should it meet with your approval, and should it appear likely to be acceptable to the Chinese, the Committee will be glad to aid in elabrating the details, and to co-operate as far as possible in bringing the project to a successful issue.

I have, the honour to be,

Sir,

Your Excellency's most obedient Servant,

(Signed) F. B. FORBES,

Chairman.

H. M.'s Consulate,
Shanghai, 16th December, 1879.

F. B. Forbes, Esq.,
Chairman of the Shanghai Chamber of Commerce.

Sir,—I beg to enclose a copy of a despatch I have received from Sir Thos. Wade, K.C.B., H.M.'s Plenipotentiary and Doyen of the Diplomatic Corps at Peking, referring to your letter of the 10th ultimo, upon the subject of the Woosung Bar, and stating that before proceeding further, his colleagues and himself thought it desirable that the views of the community at this port and of the Consular body should be ascertained regarding both the scheme of taxation and its application.

I am, Sir,
Your obedient Servant,
Arthur Davenport.
Consul.

[Enclosure.]

Copy. Peking, December 3rd, 1879.

Sir,—You will have received my Dispatch of the 19th November, instructing you to convey my thanks to Mr. Forbes, as Chairman of the Chamber of Commerce, for his letter of the 10th ultimo upon the subject of the Woosung Bar. The enclosures in Mr. Forbes' letter confirm all earlier statements as to the increasing tendency of the Woosung Bar to shoal, and of the inconvenience to vessels passing and repassing, and the consequent loss sustained, especially by those interested in the steam traffic of the Port. The Committee of the Chamber, to which discussion of the means by which it may be possible to improve the navigation of the river, as Mr. Forbes observes, has been so far confined, although still without the assistance of competent scientific men, is nevertheless persuaded that the difficulties in the way of improvement are not insurmountable, could funds for the continued expense be secured; and experience having proved that appropriation of revenue by the Chinese Government to the desired object is at least improbable, the Committee inclines to adopt the recommendation that the money needed should be provided under certain conditions by the Port community itself. These conditions are that, under a convention to be concluded with China, a tax of one-tenth of one per cent shall be levied by the Foreign Customs at the same time as the Tariff Duties, upon all goods imported or exported; that of the total sum thus to be raised, which on stated data, may be estimated at about Taels 117,000, a part shall be handed over to the two Foreign Municipal Bodies of Shanghai, for the maintenance or construction of works, more particularly of works along the river shores of the settlements; while part shall revert to the Chinese Government, to be applied to the conservancy of the river; the department so to apply it, being a Foreign Board of Conservancy, of which the Commissioner of Customs would be an ex-officio member.

It is further suggested that a Port Due might also be levied at a moderate rate per foot of draught upon all Foreign Bottoms on arrival and departure.

The imposition of a Port Due of this kind would affect other proprietary interests besides those immediately concerned in the trade of Shanghai, or even of China.

The levy of the one-tenth of one per cent more directly regards the Port Community, and if the members of this were, unanimously or even generally, disposed to consent to the imposition on themselves, for a specific purpose, of a tax apparently so insignificant, there would seem *prima facie* to be no objection to such a measure; but my colleagues and myself are of opinion that were any such arrangement agreed to, the taxes collected under it should be applied only to the conservancy of the river Port, Harbour and Woosung Channel included; and that it would not be expedient to recommend the application of money so collected to Municipal purposes.

Should the scheme be eventually adopted in principle, its details will not perhaps present much difficulty; meanwhile, before proceeding farther, my colleagues and myself think it desirable that the views of the Port community regarding both the scheme of taxation and its application, limited as above, be ascertained; as also the views of the Consular Body.

I have to request you to communicate the matters of this Despatch to Mr. Forbes, and if he desire it, to furnish him with a copy of it.

I am, &c.,
(Signed) Thomas Francis Wade.

A. Davenport, Esq., &c., &c., Shanghai.

No. 568.
Shanghai General Chamber of Commerce,
Shanghai, 26th January, 1880.

To David H. Bailey, Esq.,
U. S. Consul General,
Doyen of the Consular Body,
Shanghai.

Sir,—I have the honour to hand you copy of a letter which the Committee of this Chamber addressed to H.E. Sir Thomas Wade, H.B.M.'s Minister at Peking, on the 10th of ovember last, regarding a scheme for the conservancy of the river approaches to Shanghai.

The Committee had received letters from the agents of the principal Steamship Companies, from which it appeared that during the months of July, August, September, and October last the want of water on the Woosung Bar had caused an aggregate detention of not less than ninety-eight days to thirty-four vessels belonging to the Mail Companies, and the "Ocean," "Glen," and "Castle" Lines of Suez Canal steamers, besides subjecting them to other considerable expenses. It further appeared that even light draft river and coasting steamers had met with frequent detention at the Bar, the shoaling of which was estimated by careful observers at not less than three feet during the past five years.

The Committee felt that no time should be lost in again urging the vital importance of this question to shipping interests as well as to the prosperity of Shanghai itself. But in addressing the Foreign Ministers at Peking on the subject, they could not fail to remember that they had at different times been advised by persons of high authority that the Chinese Government was unlikely to apply existing sources of revenue to the conservancy of the river, and that probably any improvement would have to be not only initiated by foreigners, but practically carried out at foreign expense.

While the matter was under consideration by the Committee, the Council for the Foreign Settlement of Shanghai proposed to the Ratepayers the abolition of the Municipal dues of 1/10th per cent *ad valorem* on merchandize. The principa, if not the only objection, to these dues being their unequal incidence under present arrangements, it seemed that if they should disappear from the Municipal Budget, they might with advantage be reimposed, under conventions with China, as "River Conservancy Dues" on *all* goods passed through the Shanghai Custom House. A fund might thus be formed, which, expended under the control of a foreign commission, would probably prove ample for the needed improvements at the Woosung Bar and elsewhere. Feeling, therefore, that little was to be expected from further insistance on the obligation of China to keep open the approaches to treaty ports at her own expense, the Committee were prepared to advocate an additional tax on trade for the special purpose, and they submitted the scheme for the consideration of Sir Thomas Wade and his colleagues.

You will see from the enclosed copy of His Excellency's reply, under date of 3rd December, that the Committee's proposals are, with some minor modifications, approved by the Representatives of Foreign Powers at Peking. Before proceeding further, however, their Excellencies think it desirable to obtain an expression of the views of the Consular Body and the Mercantile Community of Shanghai as to the scheme of taxation and its application.

I have therefore the honour to ask that you will be good enough to lay the matter before your colleagues, and to favour the Committee with a reply at your early convenience, as it is the intention of the Committee to publish the correspondence as soon the views of the Consular Body are received. Should these be favourable, and should Wharfage Dues be definitely abolished at the coming Ratepayers' meeting, the Committee propose to call a meeting of the Mercantile Community at large, at which the scheme may be discussed, and a decision taken as to further action.

I have the honour to be,
Sir,
Your obedient Servant,
(Signed) F. B. Forbes,
Chairman.

United States Cnnsulate General.
Shanghai, 29th January, 1880.

Sir,—I have had the honor to receive your letter of the 26th instant, enclosing copies of your correspondence with His Excellency Sir Thomas Wade, H.B.M. Plenipotentiary, and Doyen of the Diplomatic Corps at Peking, regarding the Conservancy of the River and its approaches to Shanghai.

The Consular Body having had this subject under consideration, I am to inform you that we concur in the views of His Excellency the Doyen at Peking and his colleagues, as expressed in the despatch of December 3rd, 1879, and I am to say that we favor your proposal to call a meeting of the Shanghai Mercantile Community at large to consider these important questions.

I have the honor to be,
Sir,
Your obedient servant,
(Signed) David H. Bailey,
U. S. Consul-General,
Senior Consul.

F. B. Forbes Esq.,
Chairman,
Shanghai General Chamber of Commerce.

Ack't & express the hope that Mr. Maclay's
Resignation may be postponed as long as possible &c. R.
Dulwood

No. 96] 3d July 1880. United States Consulate General at Shanghai,

Ackd Aug 16

Mr. Bailey Consul General. to the State Department,

DEPT OF STATE
AUG 15 1880
RECEIVED

Subject:— Letter from Mr Maclay relating to Instructions in our Service

ABSTRACT OF CONTENTS.

Forwards and calls attention to Mr Maclay's letter.

No. 95.

United States Consulate General,

Shanghai, Feby 3d 1880

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to inclose a letter addressed to me by Mr. Maclay, Interpreter for this Consulate General.

I beg to draw your especial attention to Mr. Maclay's letter concerning the question of interpretership for our Consular Service in China. His remarks thereon are timely and judicious, and as they are uttered by a young man

man of promise, integrity, and Ambition they are worthy of thoughtful Consideration.

Should Mr. Maclay Conclude to resign for the reasons he assigns the Service will have lost a gentleman it can ill afford to spare.

I have the honor to be Sir,

Your obedient Servant

Consul-General

Inclosure

Copy of Mr Maclays letter.

June 24th 80

W. H. Bailey, Esquire,
Dr. S. Consul General
Dear Sir:-

Having reference to my conversations with you some two months since, on the possibility of my resigning during the present year, the position in your Office which I under appointment from the State Department, have the honor to hold, circumstances of my own prompt me now to address you in writing.

I need scarcely repeat how great has been my satisfaction in serving under you, and I trust that my services have been well performed and have in some measure contributed in my direction towards the complete reorganization and systematizing of the Consulate, which, since assuming charge, you have brought about

It is extremely unfortunate that not
four of our countrymen, as conversant
with other matters as China, have
acquired an knowledge of the language
of the country; and, knowing fully well
the difficulties our Government after
having so long neglected to provide a corps
of officials interpreters, such expedients are
taken to fill the places of any resigning
officers, I feel it my duty to apprise you
as early as possible of my present intentions of giving up my position, should
favorable circumstances warrant it.

With your long official experience
in the East, I need scarcely remind
you that an unusable knowledge of the
Chinese language is obtained only by the
expenditure of years of study, and your
extensive acquaintance with affairs and
with the country of your duties will lead
you, I am sure, to accede with me that
such a sacrifice of time should,
as in duty, be made as profitable to others
after me as possible.

With the circumstances of any body of Chinese, and of any commercial operations, and of any changes of occasions as well, you are acquainted. I need only say, Sir, that when entering the Executive service, I thought the life would be agreeable to my habits, and my qualifications such as satisfactorily succeeded. I have given the services as your Consul, and persons of late it has become profitable to me that many transactions of Chinese and of general business combined, with, as events are transpiring in this country, frequent opportunities of opportunities, you will agree with me again that I should "know my own mind", and, oh my age, determine my future with as little delay as possible for the interests of all concerned.

My last year's experience has shown it was how distinguished in the affairs of so Executive Authorities, and how highly honorable in the work of

Respectable with the Native Authorities
and the heads of the Hospitable Church in this
city. The ones who will already prepared
for the facilities and abilities, with as good
general education, some knowledge of
international and common law and to
knowledge of Chinese as well, I regard
as Consular agents — provided always
the Government will promise and —
ensure such and permanency to its offi-
cers — as among the most agreeable
and substantial in this country.

It is evident to every, however, that
no one can follow such as Consular
official agents effectively unless with
goods credit to himself and his Government,
who has had such liberal education and
who by much experience is fully fitted for the
complications of this point of commerce.

The appointment, then, which I have
had in business under an official
in this country will give some weight,
I think, to the belief which I, in
connection with every Native merchant

in China (of all others combining), and
that our Consular Establishments
should be made so attractive as to
induce young men of our Country
to devote themselves entirely and completely (as in
some of the European) for the faithful,
& over yearly increasing interests
are to be properly watched over and
advanced.

While I owe this apology
for my communications from the Legation
in view of the length of the dispatch
before me, I will add that I should
retire with deep regret from a connection with our whole Experiment
and Statesmanship without in the official
intercourse which I have had with your
Excellency in behalf of the Government.

Your Obedient Servant
R. M. Blaisdell

File Acknowledged 16/Feb Seelwood

No. 96] 9th July 1880 United States Consulate General at Shanghai,

Mr. Bailey Consul General. to the State Department,

Subject:— Acknowledges telegram relating to Confirmation of Mr. Denny at Shanghai.

ABSTRACT OF CONTENTS.

Acknowledges telegram of 19th June, & informs the Department that he has written Mr. Denny & forwarded a copy.

No. 96.

United States Consulate General,

Shanghai, 3rd Feby 1880

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to acknowledge the receipt of your telegram as follows:

"Washington January 19th 1880"

"Bailey "

"Consul "

"Shanghai "

"Vanney Smith confirmed for "

"Shanghai. request him to "

"furnish oath and bond forms "

"one and two. "

"Payson "

The

The telegram was received Jany 20th. at 11 o'clock A.M. At 11.30 A.M. of the same day I had posted a letter to Mr. Denny, a copy of which is as follows:

" US Consulate General "
" Shanghai 11.30 AM 20th Jany. "
" O.N. Denny Esq. "
" Consul "
" Tientsin. "
" Sir. "
" I am this moment in "
" receipt of the following "
" telegram from Washington. "
" Washington Jany 19th 1880 "
" Bailey "
" Consul "
" Shanghai "

"Dimmy. Lunstein. Confirmed"
"for Shanghai, request him"
"to execute oaths and bond"
"forms one and two."
"Payson."
"I beg to request that"
"you will comply with"
"the telegram, and take"
"charge of the office"
"at an early day."
"I have the honor to be"
"Sir,"
"Your obedient Servant,"
"David H Bailey"
"Consul General"
Navigation being
suspended between this and
Tientsin the letter went by
the usual winter mail
route

route overland. If mail by
steamer probably reach them
about the 5th or 6th of this
month. Should he decide,
on its receipt, to come
overland he may be
expected to reach Shanghai
about the first week in
March. If he concludes
to wait for the opening of
navigation he may reach
here about the same time,
or possibly a week or two
later.

On his arrival here
and after the execution of
his deeds and bond, I
shall cordially delay turn
over the offices to them.

J.

I have the honor to be
Sir,
Your obedient Servant
Daniel H. Bailey
Consul General

Ack't say his suggestion as to Mr. Lewis will be considered, but cannot be acted upon now there being no vacancy in the Consular Clerkships C. P.

No. 97] 3 Feb 1880 United States Consulate General at Shanghai,

Mr. Bailey Consul General. to the State Department,

Subject:— Messrs Lewis & Co's Lutwood
restoration -

Ack'd Mar 15 1880
Copy & Ref to Shanghai 15 Mar 1880

DEPARTMENT OF STATE
MAR 15 1880
RECEIVED

ABSTRACT OF CONTENTS.

Informs the Department that as his term of office will expire on the 31st inst. he will refer the matter of Messrs Lewis & Co's restoration to Mr Denny, and recommends that Mr Lewis be made a Consular Clerk

No. 97.

United States Consulate General,

Shanghai, 3d Jany 1879

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to acknowledge the receipt of your dispatches numbers 37 and 43, the latter bearing date December 16th concerning the restoration of Messrs Lewis and Coffin to the places they held in this Consulate General before their departure to Washington in October 1878.

Referring to my No 76. of December 23d, concerning these two gentlemen, I now have

have to say, that as I shall turn over the offices to Mr. Denny in about three weeks the replacing of Messrs Lewis and Caffee would lead to confusion in closing up the affairs of the Consulate during my administration. It would be quite impracticable for them to take up the details of the records in charge of Messrs Latham and Willis. and close it up satisfactorily by the time when I must hand over the offices. I shall therefore be compelled to refer the matter to Mr Denny, in whose hands I shall

shall place your instructions immediately upon his arrival here.

In this connection I have a suggestion to make regarding Mr Lewis, which would if carried out by the Department, no doubt relieve this office greatly; viz: that Mr. Lewis be returned by the President to the position he formerly held as one of the thirteen Consular Clerks provided for by Law, and that he be assigned to Shanghai.

Mr Cafferata is now here, and I have informed him

Sir that I shall refer
the matter to Mr. Army.
He has expressed his assent
to this course.

I have the honor to be
Sir
Your obedient Servant
[illegible]
Consul-General

Rec'd Mar. 16/80 Copy to Navy Mar. 16/80 Dulwood

No. 98] February 5 1880 *United States Consulate General at Shanghai,*

Mr. Bailey *Consul General.* *to the State Department,*

Subject:— Postal bank

DEPARTMENT OF STATE MAR 15 1880 RECEIVED

ABSTRACT OF CONTENTS.

Reasons for not fixing
bonds for postal agency

No. 98

United States Consulate General,

Shanghai, February 3 1880

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to acknowledge the receipt of your dispatch No 39, of December 3, enclosing a copy of a communication from the Post Master General, dated November 29th in relation to my bond as Postal Agent at Shanghai, and instructing me to comply with the requirements of the Post Master General.

In accordance with the Consul General at this port is under bonds to the

United States in the sum of
ten thousand dollars for the
faithful performance of his
duties, and as the postal agency
comes to him by virtue of his
office as Court Reporter, and as
the salary of the postal agency
here is only the paltry sum of
twenty five dollars per month,
every cent of which is paid to
the Clerk for performing the
postal duties, it would seem, if
indeed one is necessary at all, at
least to be altogether out of
proportion to require an additional
bond to the Post Office Department
for ten thousand dollars.

Besides, I have intimated
in my No 12, of September 8th 1879, to

the Post Office Department that for reasons set forth in that dispatch, it was perhaps desirable that the postal business of this Agency should be turned over to the Japanese postal agency at this port.

However as I shall have the honor to turn over the affairs of this office to my successor, Mr. Denny, in a short time, and as my postal accounts will be found to be correct I do not need to make further reply.

I have the honor to be, Sir,

Your obedient Servant

Edward H. Smith

Consul General

File

Wood

RECEIVED
APR
26
1881
DEPARTMENT OF S

United States Consulate,

TIENTSIN, February 10th 1880.

Hon William M. Evarts
Secretary of State
Washington City D.C

File - Shanghai.

Dear Sir

Four days ago I received a despatch from Mr Bailey informing me of my appointment and confirmation as Consul General at Shanghai + This news was a most agreeable surprise to me as I had not anticipated this office + I beg to thank you most sincerely for this evidence of your approval of my humble efforts as a Consul in China +

I also beg you to express my gratitude to the President for this additional mark of his confidence and assure him that my constant aim will be to prove myself worthy of it +

I hope to leave for Shanghai soon after navigation resumes. Early in March + Before I go, however, I desire to conclude some business matters of a public nature with Mr Edkins who is now at Pou Ting Fu the Capital of the Province

he is expected here in the 1st week in June
I will wait however and inform him of the ch
for me and should he not return as soon
as now expected I will go and see him the
last before he left Tientsin at the beginning
winter. he partly agreed with me to give Mr
Chaplin an American of ability, who is now i
the employ of the Japanese government, a cont
for a term of years + Dr is very important f
American interests, to have such men in t
Employ of the Chinese Government. + The vice
also said he desired to make some additiona
arrangements about mining matters in the N
and at the same time, he requested me to v
the Governor of Shantung Province this Spri
spring. about working the gold and Silver m
there, which are said to be among the richest
in China. If I can take the time I may st
at Chefoo; en route to Shanghai. go out and
see the Governor who lives about 225 mile
in the interior and try and arrange with
to all these mines be worked + Dr is probabl
that the complications now existing between

Russia and China and Japan and China will for the time being put a stop to all enterprises of a foreign nature, as the anti-foreign element now seems to have complete control of the trace of old women who preside over the Imperial household, for they have been scolding the Tsung li yamen most furiously of late + if this condition of things is to prevail for any length of time, perhaps the best medicine China could take would be a good round thrashing + Chen, the viceroy of Nanking who died a few weeks ago, was a most ardent hater of foreigners, and being considered a good man among the Chinese, his power for obstructiveness was great - The Canton viceroy, whom I know and who is quite friendly with foreigners has been assigned to this office, this official is also quite friendly to the viceroy of this Province, the change of course will bring about better relations with the Shanghai Consulate - I trust the despatch which accompanies this, will meet with your approval - I am gratefully & sincerely yours

D. H. Denny

Ack Dec 4 1125 2/80 Wood

No. 99] February 24th 1880 United States Consulate General at Shanghai,

Mr. Bailey Consul General. to the State Department,

Subject:— Consul General for Shanghai.

ABSTRACT OF CONTENTS.

Transmits copy of Mr Denny's letter to Mr Bailey advising his arrival in Shanghai on or about the middle of March.

Enclosure

Mr Consul Denny's letter to Mr Bailey dated Tientsin February 1880.

No. 99.

United States Consulate General,

Shanghai, February 24th 1880

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to enclose a copy of a despatch from my successor, Mr O. N. Denny, by which it will be seen that Mr Denny may be expected to take over the Office of this Consulate General about the middle of next month.

I have the honor to be,

Sir,

Your obedient servant

Daniel H. Bailey

Consul General

Copy.

Received Shanghai
24/2.80.

United States Consulate

Tientsin February 7th 1880

D. H. Bailey Esqr.

U.S. Consul General

Shanghai

Sir

I am just in receipt of your despatch of January 20th informing me of my appointment and confirmation as Consul General at Shanghai, and replying beg to inform you, that I will leave Tientsin to take over charge of the Office as soon after navigation is resumed, as I can conclude some important business matters after the return of H.E. the Viceroy from Pou-ting-Fu.

I am Sir

Your most obedient servant

signed O. N. Denny

Consul

Mr. O'Connor - dated April 23/80 & Word

No. 100.] February 24th 1880 United States Consulate General at Shanghai,

Mr. Bailey Consul General. to the State Department,

Subject:— Comity of British Supreme Court and decision re "Condor vs. Pingon

ABSTRACT OF CONTENTS.

Transmits extract in print about proceedings in the U.S. Court and British Supreme Court concerning the testimony of a British subject, and the decision in re collision case Condor vs. Pingon.

Enclosure

Extract in print from the North China Daily News of the 23d February containing Proceedings in the British Supreme Court of the 21st inst in re Alex. N. Brown and extract in print of my decision as Judge in the U.S Court in re "Condor vs. Pingon dated 21st February 1880

No. 100.

United States Consulate General,

Shanghai, February 24th 1880

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to enclose a copy, in print, extracted from the North China Daily News of the 23d instant, relating to certain interesting proceedings between the United States Court for this Consulate General and the British Supreme Court here, concerning the testimony of a British Subject before this Court.

I also enclose an extract from the same paper of the same date, containing the decision in the collision case between the Brig "Condor" and the steamer "Pingon".- A case which, owing to the important question of the safe river navigation in the approaches to Shanghai, and to the many conflicting

conflicting interests involved in the controversy, has attracted no small attention.

I have the honor to be,

Sir,

Your obedient servant

Daniel H. Hall

Consul General

The
North-China Daily News.

SHANGHAI, FEBRUARY 23, 1880.

NOTICES.

LOCAL POST OFFICE.—Open daily from 8 A.M. to 6 P.M. Sundays, 9 to 10 A.M.; and 3 to 4 P.M. A delivery takes place every ½-hour. Pillar Letter Boxes in Hongkew (5) and Bubbling Well Road (4). The former cleared five times a day on week-days, and once on Sundays. The latter cleared three times a day on week-days, and once on Sundays.

NOTICE.—A gun will be fired on board the Senior Officer's Ship on Mondays and Fridays at Noon (mean time), precisely. A red and white triangular flag will be hoisted five minutes before the gun is fired. Long., 8h. 5m. 55. 6s.

THE London Mail of the 16th Jan., is due in Hongkong on the 22nd Feb., and here on the 27th Feb.—The 17th of Jan. Mail arrived last year on the 28th Feb., per *Bokhara*.

Left Hongkong, at 6 A.M., 22nd instant, per *Lombardy*.

THE next French Mail of 9th Jan., is due in Hongkong on the 17th Feb., and here on the 23rd Feb.

Left Hongkong, at daylight, 20th instant, per *Ava*.

Latest mail advices received in London from Shanghai ..... Nov. 22nd.

NOTICE.

Delay and inconvenience would be avoided, if advertisements, expresses, demands for papers, &c., and such business as is of a public character, were addressed simply to "THE NORTH-CHINA HERALD OFFICE," instead of "THE EDITOR," or to individuals by name.

Only Articles or Letters intended for publication, or relating to the news columns of the paper, should be addressed to the Editor; who, however, cannot undertake to return unused communications.

THE publication of the *North-China Daily News* commenced at 5h. 15m. A.M.

☞ *For* SHIPPING REPORTS *and* COMMERCIAL NEWS *see fourth page.*

BIRTH.

At Kiukiang, on the 17th February, the wife of C. LENOX SIMPSON, Commissioner of Customs, of a son.

IMPARTIAL, NOT NEUTRAL.

LOCAL.

H.M.S. *Moorhen* left Shanghai for Chinkiang on Saturday morning.

Our readers are reminded of Signor Guarnièri's Concert at the Temperance Hall this evening. An excellent programme will be found in another column.

The second general meeting of members of the Shanghai Club, to confirm the resolutions passed at the annual meeting, is to be held o

applause throughout, and we are inclined to give this performance a very prominent place in the annals of Amoy theatricals. "Tweedleton's Tail Coat" followed, and was kept going with marvellous vivacity. Mr. Travis' "get up" was one of the best ever produced here, and his acting all that could be desired. Miss Cornwall made a charming *Evelina*, while Miss Harkaway may be said to have made a *high* reputation for herself. The community are again under deep obligations to Captain Schering, for having placed the band of the "*Luise*" at the disposal of the Dramatic Corps. Their efforts, in no small degree, added to the success of the evening's entertainment.

CORRESPONDENCE.

The Editor does not at all times endorse the opinions of correspondents; nor can he undertake to return unused MS.

No notice can be taken of anonymous communications. Whatever is intended for insertion must be authenticated by the name and address of the writer; not necessarily for publication, but as a guarantee of good faith.

THE COMING A.D.C. PERFORMANCE.

To the Editor of the
NORTH-CHINA DAILY NEWS.

SIR,—Is it too much to expect that, on the occasion of the rendering of "H.M.S. *Pinafore*" on Tuesday evening next by our talented amateurs, each seat-holder should be furnished by the A.D.C. with a copy of the libretto, considering the price charged for admission, and the large number of seats already engaged.

Yours obediently,
ENQUIRER.

21st Feb.

NEWCHWANG.

At last we have received most of our missing mails, and your valuable *N.-C. Herald* to 18th December, with such a lot of reading matter generally that our forced leisure hours will be well occupied for some weeks; but what a pity it is that very few pleasures are unalloyed!

We are not satisfied that we have had to wait so long, seeing that almost every week since the port closed the Customs' courier has safely arrived from Tientsin and could have supplied us with these stale newspapers weeks ago if they had been duly dispatched from Shanghai by the steamers which we learn have been running to Tientsin till about 'Xmas time. Whilst endeavouring to find out where the blame should rest, it has been pointed out to us that the covers which have undoubtedly passed through Shanghai, as well as those direct from the Model Settlement, do not bear any Post Office stamp in Shanghai *except that of the Customs*. That strikes us as a most extraordinary omission, and one which we consider it our duty to point out to you, for it demands an explanation, as we believe the date of receipt by every Post Office, in all parts of the world, is usually stamped on every letter, &c.

The wonderful quietude of our winter was fearfully upset by the most terrible fire that has ever taken place among foreigners here. Abour 11 p.m. on 20th [illegible] (Mr. Customs)

fellow creatures under such circumstances showed great courage. Fancy the position of some of the poor ladies who had to seek shelter, with their babies, away from what was at one period a very imminent danger. It was a most fortunate thing that the fire stopped after being so localised, for all the pumps in the world would be useless in such cold weather—water, even if it could be got from the river close by, now frozen over to a thickness of about three feet, would freeze before it could be ejected from the pipes. We devoutly wish never to have such trouble again.

Of business there is not anything to be said. The roads are like iron now, and numberless carts laden with oil, peas, millet and other produce, daily arrive from the interior, and there is no danger that vessels seeking cargoes in the spring will have to return in ballast.

24th January.

THE "FORTNIGHTLY ENTERTAINMENT."

The Shanghai Temperance Society's tenth fortnightly entertainment took place on Saturday night at the Temperance Hall.

The attendance was very large, many not being able to obtain seats.

The chair was taken by the Rev. Wm. Muirhead, who, after opening the meeting with prayer, said that before proceeding further, he must express his gratitude for the mark of sympathy shown to him in the time of his bereavement on a previous occasion. (Applause.)

After the singing of Hymn No. 2, Mr. W. L. Tweedie sung "Thy voice is near me in my dreams," the accompaniment being played by Mr. W. H. Parsons. The meeting testified its appreciation of the excellent way in which it was given by prolonged applause. A recitation, "The Pied Piper of Hamelin," by Mr. T. Charles Marshall, was followed by the song "The Friar of Orders Grey" by Mr. F. J. Marshall, who gave it in such capital style that it was loudly encored. Mr. Marshall then kindly sung, "Since we were boys together," and it would be difficult to say which of the two songs, differing widely in character, was the better rendered. Mrs. R. W. Little played the accompaniments. Mr. R. W. Little, gave a reading under the title of "The City of Burlesque," parts of which kept the audience convulsed with laughter; in great measure due to the way in which the piece was read, though its subject matter was highly humourous. Mrs. R. W. Little and Mrs. Goodfellow then sung a charming duet entitled "The Swallow," the accompaniment being played by Miss Jurgens. All three ladies acquitted themselves so well, that the conclusion of the duet was hailed with loud encores. They were kind enough to repeat the third verse. The Chairman then called on

The Rev. G. T. CANDLIN, who said that the subject of Temperance was of such breadth that it was impossible to do any justice to it in the time allotted, but he would glance at one or two of its most prominent points. The question of Total Abstinence should be regarded as one in which every one had a right to say what he pleased if he said it in a proper manner. It was not simply a cold moral sympathy that was required of its supporters, but they were required to feel that they had to live for others as well as for themselves. He admitted that there was pleasure derived from the use of alcoholic drinks, but great harm was done by [illegible]. He went on to say that what in

one of whom at least should have a voice in the spending of it. A permanent resident would too know better what had been done with regard to the streets and drains, and what it was most desirable to do.

Mr. DREW replied that on the election of the first Committee it was stated that it should have power to fill vacancies and to add to its number, and that any future Committee would be able to do the same.

The HON. TREASURER desired it to be known that both Chinese and foreign contributions had fallen off, the Chinese owing principally to deaths, but the foreign to the withdrawal of subscriptions.

The proposal for the re-election of the Committee was then put to the meeting and carried *nem. con.*

Dr. LORD stated he was willing to accept the duties and responsibilities of a Committee-man for another year; but for another year only. He wished he could learn the causes of the indifference displayed by so many of the residents in the Settlement by the withdrawal of their subscriptions and their neglect to attend the yearly meetings. Residents too who might be supposed most interested in the well-being of the Settlement. To carry on the duties of Committee-man took up considerable time and occasioned him much inconvenience and trouble. He did not know why he should perform the duties when those most concerned,—those who reaped the benefit—were so entirely indifferent to their performance. The work was not one for Consuls and the Commissioner of Customs. It was for them solely to aid and support the representatives of the community in these matters. They had only undertaken it in the first instance because from one reason or another no one else was willing to come forward. He would now put the question, which he would like to have answered. Does the community care anything about it?

Mr. DREW said he perfectly agreed in all that had been so well expressed by Dr. Lord, and remarked that if the thing were to fall to the ground those persons who are now so apathetic would soon perceive the difference and be complaining of it.

Mr. COOPER was unable to answer the question asked by Dr. Lord. He entered on his duties as Secretary for another year most reluctantly. To him it seemed as if the merchants of Ningpo looked on the charge of the streets as an amusement for the Consuls, and considered they conferred a personal favour when paying their monthly dollar. He could not understand their requirement.

After a vote of thanks to the Chairman, the Committee, and the Superintendent of Police, the meeting separated.

Fund for Lighting, Paving, and Sweeping the Streets of Campo. Summary of receipts and Disbursements for 1879.

Receipts.

	$
To Balance in hand 1st January	126.53
„ Subscriptions from foreigners	252.25
„ Proceeds of rate on natives	499.65
„ Mr. Drew—Special subscription	5.00
„ Proceeds of sale of oil-cans, &c.	2.96
„ Recovered for half boat-load lime refuse	.65
Total	$887.04

Disbursements.

	$	$
By Lighting—Lighters' wages	108.00	
Oil, wicks, and sundries	140.07	
		248.07
„ Sweeping—Sweepers' wages	216.00	
Brooms and sundries	4.99	
		220.99
„ Paving—		
Purchase of flag-stones, repairing and paving streets and drains		352.59
„ Wages to Collector		24.00
„ Stationery		85
„ Balance in hand 31st December		40.54
Total		$887.04

McConachie, E. Vogel, J. Arnhold, C. Heermann, J. F. Mardfeldt, E. Georg, M. E. H. Asgar, H. Z. Just, A. Cheyne, W. M. Morgan, A. Newton, M. Coxon, F. Grobien, C. C. Cohen, N. A. Siebs,—Grigor, G. Holmes, C. P. Chater,—Broadbent, M. H. Cook, A. E. Cope, D. Muncherjee, and T. Jackson (Manager.)

The MANAGER having read the notice convening the meeting,

The CHAIRMAN read the report, and proceeded—Gentlemen, the report I have just read will, I think, be considered satisfactory. The profit is not so large as we could have wished, but in every other respect the figures in the accounts compare most favourably with any statement hitherto presented to the proprietors. The deposits show an increase of about 50 lacs during the past half-year and are larger than they have ever been before, and the business of the Bank is so sound that ordinarily good trade, such as the improvement now taking place gives promise of, is alone wanted to insure satisfactory balance-sheets. Representations have been made to the Board by a number of Shareholders in favour of increased dividends, and with the views advanced the Directors to a great extent agree, but for the present it is considered most important that there should be no departure from the practice which has been followed of adding half-yearly a sum of at least a lac of dollars to the reserve fund, until the amount of $2,500,000 shall have been reached. Some of our Shareholders may be of opinion that the present reserve fund of 15 lacs of dollars is sufficient, but we have seen so many reverses in Eastern banking during the last ten years that the Directors consider it is desirable in the permanent interests of the Corporation to continue adding to the fund in the manner I have just indicated.—(Applause.) The Directors by no means, however, desire the periodical dividends should remain at their present rate, and they hope that profits will before long admit of a larger dividend being paid to the Shareholders.—(Applause) We have passed, gentlemen, through some years of almost unequalled commercial depression, and yet the Bank has steadily earned fair profits, and now that business is improving and showing signs of general revival, I think we may all look forward with a fair amount of confidence to a period of prosperity.—(Applause.) With these remarks, gentlemen, I beg to move the adoption of the report and the passing of the accounts as submitted, but I shall be happy, before my motion is seconded, to answer any questions that may be put to the Chair.

Mr. ARNHOLD seconded the motion.

Carried unanimously.

On the motion of Mr. BELILIOS, seconded by Mr. HUGHES, Messrs. Dalrymple and McIver, the retiring Directors, were re-elected.

On the motion of Mr. MCIVER, seconded by Mr. DEACON, Hon. P. Pryrie and Mr. H.B. Gibb were re-elected auditors.

The CHAIRMAN announced that the dividend warrants would be ready this (Monday) morning.

This closed the business.

THE HONGKONG FIRE INSURANCE COMPANY LIMITED.

The following is the report of the General Managers to the Shareholders, to be presented at the eleventh annual meeting to be held on the 23rd instant:—

The General Managers have pleasure in placing before the Shareholders the eleventh annual report of the Company.

The accounts for the year 1878 showed last February an estimated balance at credit of

DIRECTORS.

Mr. H. Lowcock, on leaving the colony in April last, resigned his seat at the Board, and Mr. H. B. Gibb was elected by the Directors to succeed him. This gentleman, however, has had also to take his departure on account of ill-health and the Directors have nominated Mr. Lowcock (who is expected to return in a few days) to fill the vacancy.

Messrs. McIver and Dalrymple retire from the Board in conformity with the Articles of Association, and offer themselves for re-election.

AUDITORS.

Mr. D. A. J. Crombie having left the colony, his successor, Mr. G. O. Scott, was elected by the Board to audit the accounts now presented. This gentleman and Mr. James H. Cox offer themselves for re-election.

P. RYRIE,
Chairman.

H.M.'s SUPREME COURT.

Shanghai, 21st Feb.

Before GEO. FRENCH, Esq., *Chief Justice.*

In the matter of ALEXANDER N. BROWN.

Mr. A. N. BROWN, one of the partners in the firm of Messrs. Morris and Co., appeared in answer to a summons for that he "having been by an order of the Court, dated the 17th day of February, 1880, required to attend the Court of the Consul-General of the United States on the 18th day of February, 1880, at 10 o'clock in the forenoon, to give evidence and to produce the list of Shareholders and tug-boats of the Shanghai Tug-boat Association, as they appeared on the 21st day of November, 1879, in a cause there pending wherein A. A. McCaslin and others are plaintiffs, and C. P. Blethen and others are defendants, and having been duly served with such order, failed to attend according to the exigency of the said order."

The order which Mr. Brown was alleged to have disobeyed informed him that if he failed to obey it he was liable to a fine not exceeding $500, or to imprisonment for any term not exceeding one month in the discretion of the Court.

Mr. Brown, it will be remembered, attended the U.S. Consular Court and was examined, explaining that as the Agent of the Shanghai Tug-boat Association he could not produce books containing the information required without the knowledge and consent of the Shareholders. The case has created considerable interest, and several persons attended to hear the proceedings.

Mr. DRUMMOND, upon whose application the order was granted for Mr. Brown to attend the U.S. Court, was present.

On taking his seat on the Bench,

His LORDSHIP said—Is Alexander Nairne Brown in Court?

Mr. BROWN answered—Yes sir.

His LORDSHIP—Mr. Brown, you have been ordered to attend here to-day in consequence of a representation made to me by the Consul-General and Judge of the United States Court, for that, having been ordered by this Court to appear before him to give evidence, and to produce certain documents in a certain cause pending in his Court, you there having attended, and been sworn—I believe you were sworn—

Mr. BROWN—Yes, your Lordship.

His LORDSHIP—You refused to produce the documents which in the order you were directed to produce. Is that so, or is it not?

Mr. BROWN—That is so, your Lordship. Your Lordship having put the case, shall I read my defence now, or shall I wait? I have a defence.

His LORDSHIP—Do you admit having been served with the order to attend? I believe, Mr. Hore, you served the order?

Mr. HORE—Yes, my Lord.

Mr. BROWN—I admit the service.

His LORDSHIP—And you admit having attended?

Mr. BROWN—Yes.

His LORDSHIP—And you admit having declined to produce the documents?

He went on to read as follows:—

2—That, owing to the absence of one of the Associates, the Court said it could not proceed.

3—I submit that in strictness I was not bound to attend further, and that a fresh order was necessary, therefore I am not guilty of failing to attend, nor am I liable to any penalty.

4—That, nevertheless, at the request of the U.S. Court, I did attend again on the following day, and was examined.

His LORDSHIP—How many Assessors were on the bench the first day?

Mr. DRUMMOND—One.

His LORDSHIP—And how was the Court constituted on the second day? Were two Associates present then?

Mr. BROWN—Yes.

His LORDSHIP—When you got into the witness-box on the second day there were two Assessors on the bench?

Mr. BROWN—Yes.

His LORDSHIP—And the Court was properly constituted?

Mr. DRUMMOND—Quite so.

Mr. BROWN, reading again, said:—5.—That section No. 118 of the Order in Council gives power to this Court to make an order for the "attendance of a British subject, to give evidence," and nothing more.

His LORDSHIP—That is not correct. The Order says "to give evidence, and for any other purpose connected with the administration of justice." Your statement is not founded on fact, I am sorry to say. I don't know who drew it up for you, but it is incorrect.

Mr. BROWN again read the fifth point of his defence as given above with the following addition, "and that if a British subject declines to produce documents to a foreign Court, he is entitled to have the question of his liability to produce decided by his own and not by a foreign Court."

His LORDSHIP—You say, Mr. Brown, the Order in Council only authorises the Court to make an order for the attendance of a British subject to give evidence and nothing more.

Mr. BROWN—Yes, nothing more.

His LORDSHIP—It does more. You have been misinformed. Have you anything more to say?

Mr. BROWN—I have access to the books of the Association, but it is quite accidental that I have.

His LORDSHIP—You are the Agent of the Company.

Mr. BROWN—I am partner in the firm who are the Agents. Reading again from manuscript he said:—

6.—That though I have access to the books of the Shanghai Tug Boat Association, that access is quite accidental, and the foreign Court might as well summon my office boy to produce the books. The books are there for the convenience of the Shareholders, and if it is sought to procure their production, the parties so wishing must resort to the Directors.

7.—That the owners of the books in question simply deny their obligation to produce the books in question.

8.—That I have, in fact, no power to comply with the summons.

His LORDSHIP—You are unfortunately the Agent, and the Court can summon you to produce the books.

Mr. BROWN—They are there for the convenience of the Shareholders and if it is sought to obtain their production the parties to apply to are the Directors. We are simply servants of the Association. I have in fact no power to comply with the summons.

His LORDSHIP—You are the Agents and Secretaries. The books are in your possession and under your control. In adjudicating on this question I shall proceed precisely in the same manner as if you were in attendance on this Court as a witness on a subpœna directing you to give evidence and to produce certain documents. Upon that principle alone shall I deal with this question—that is, just as if the matter had occurred in this Court.

Mr. BROWN—The following is a letter of instruction I have received from the

…n Friday, the 12th March next.

We are informed that the P. & O. S. N. Co.'s steamer *Lombardy*, with the English mail of the 16th January, left Hongkong yesterday morning at six o'clock, and may be expected here on or about Thursday next. She brings 1,051 chests of opium.

There was a large attendance at the Lyceum Theatre on Saturday evening when a long and varied programme was presented on the occasion of the benefit of Signor Bergamaschi, the baritone of the Royal Italian Opera Company. The members of the Shanghai Philharmonic Society carried out their part of the programme successfully. The acts selected from the various operas were performed in a manner worthy of the Company, and were greeted with loud expressions of approbation.

PEKING.

It is again snowing and has been for two days—this is the third fall of snow this winter. Generally, having no rain from October to May or June, snow is the only apparent moisture the young wheat gets; a good fall and sunshine following, before the wind has time to blow it away, establish the tender crop, and determine the quality of the wheat harvest. A fall of snow is a subject for congratulation, here as elsewhere. We never have the trouble to get rid of it that other large cities have, it takes the place of stone, not for building houses as it does farther north, but mending the roads. The road-menders by the aid of Jack Frost make hard level roads out of the soft snow, and in winter the roads are in their best condition. A day or so before last Chinese New Year we had a heavy fall of snow and though usually it is the subject of rejoicing, it is very hard on the thousands of poor people who depend upon this season to increase their small stock of money by the sale of trifles on the streets, such as paper flowers and other ornaments that moisture spoils; the trade being driven from them to the more fortunate possessors of covered stalls and shops, making good the saying "It is an ill wind that profits no one." Chinese are proverbially a thrifty race and try to get as much as they can for their money—even at this season of merry-making does this characteristic show itself, in providing more for the feasting side of the merriment than the drinking, knowing that they get more good from the former; the drinking element is not altogether omitted, but it forms a minor part in true Chinese feasts, and Chinese New Year, the greatest feast of the year, compares favourably with such times kept by Foreign nations who profess to despise the Chinaman.—*Temperance Union.*

AMOY.

The *Amoy Gazette* notes that Mr. Tiek Suey, the well-known Chinese philanthropist of Amoy, has put down his name for $1,000 towards the new foreign hospital for natives of that port and its neighbourhood. The *Gazette* hopes to hear before long that other wealthy Chinese gentlemen have followed this laudable example …ubscribing liberally towards the foundation of such a desirable institution.

The … Corps recently gave … Club Theatre. … performance commenced with a comedi… entitled "A Morning …" The t… …noters were sustained in …most musi… …yle, produci… …apturous …

…January, a tide-waiter (Mr. Anatoyne) noticed dense volumes of smoke proceeding from the house on the Bund in the occupation of Mr. Rodatz, storekeeper. Mr. Anatoyne tried to wake up the inmates, and as he could not succeed in this he forced his way in, but having got as far as the bar-room he had to retire most precipitately, being almost suffocated. He then roused Mr. Clyatt, who resides some forty yards to the south of the burning house, the compound in which both dwellings are situated being owned by the latter. The neighbourhood was soon on the alert; many of our foreign residents went to the scene, and rendered such assistance as they could. It was quickly perceived that the house where the fire occurred—goodness knows how it originated—could not possibly be saved, so the Harbour-master, Mr. Deighton-Braysher, with most praiseworthy promptitude and presence of mind, ordered his men to pull down some small outhouses leading from the burning mass to the southern premises, and as if by magic the progress of the fire was stayed. It is not too much to add that these efforts saved thousands of taels' worth of property, and I am very glad of this opportunity to record that Mr. Deighton-Braysher and those who so ably seconded him have earned for themselves the grateful thanks of the community as well as of the Fire Insurance Companies interested in the different properties saved. The Commissioner of Customs (Mr. Palm) was there also, and so were several other prominent residents. Their presence did much towards keeping the rabble in order for some time. Unfortunately every chance was looked for by the hundreds of natives collected round the premises ready to loot, sack and pillage; and suddenly, Mr. Clyatt's door being opened to the Taotai's watch for the purpose of protecting the store, the mob rushed in, many of them armed with knives, and plundered, smashed, and behaved liked so many demons let loose. Nothing short of this expression can convey an idea of the fearful havoc that took place. Some of the foreigners tried to restore order; and one (a tidewaiter), in his laudable efforts to save some property which was being carried off by a native armed with a knife, was severely wounded in the hand. Others considered prudence the better part of valour, and small blame to them under the circumstances. There was no stopping the marauding savages, who had it all their own way, and looted to their heart's content till their occupation was stopped for want of something more to steal or destroy. A terrible punishment will be meted out to some of them, and I doubt whether the evening's entertainment will bear the morning's reflection. H.B.M.'s Consul has made his complaint to the Taotai, and it would not surprise me if the gate eastward of us be in due course trimmed with a few cages containing some of the dirty heads who took advantage of our great misfortune.

On the night of the fire, Fahr. registered five degrees below zero. The wind was very strong from the North. You may … therefore it was not a pleas… …n out, and those who di… …urpose of helping their …

…terested many was the question as to the ultimate success of the cause of Total Abstinence. He thought that the successful accomplishment of its aims not only probable but certain; its principles were true, right, and good, and he believed that they must at last prevail. (Applause.) He did not think that the end of all things was to be shrouded in darkness and delusion, and although the enemy to be combated was strong, and many of the means employed seemed to be weak, he had confidence in the final triumph of the right. The watchword of the upholders of the cause was now "We cannot fail," and he believed that there would come a time, when they would be able to say "We have not failed." (Prolonged applause.)

"When the balmy breath of spring" was sung by Mr. J. L. Tweedie with his usual accuracy of expression. It was greeted with prolonged applause. Mr. Parsons assisted at the piano as before. Miss Penfold then gave a piano solo, "Home, Sweet home;" though by no means an easy piece, it was rendered correctly, and its execution was good throughout. The applause at its termination was long, and well deserved. Mrs. R. W. Little then sang a beautiful song, "When the quiet moon is beaming," in a manner that did it ample justice, and was highly appreciated by the audience who did not fail to make their sentiments of gratification known in the usual way. Miss Jurgens played the accompaniment.

The CHAIRMAN then said that thanks were due to the ladies and gentlemen who had rendered such valuable services that evening. Speaking of signing the pledge, he said he had himself found it rather hard at first to give up his wine and beer, but the desire for them had soon passed away. He was glad he had become a teetotaller, not only for his own sake, but because of the example he had been enabled to set. (Applause.) He then invited his hearers to come and enrol themselves on the side which was, he believed, to be finally successful.

He then stated that in consequence of alterations being about to be commenced on the adjoining premises, it was not likely that there would be any more of these meetings held for two or three months, but information on the subject would be advertised.

The proceedings terminated with the singing of Hymn No. 95.

NINGPO RATEPAYERS' MEETING.

MINUTES *of the Annual General Meeting of the foreign subscribers to, and others interested in, the Fund for Lighting, Paving, and Sweeping the streets of the Campo suburb, held at the Ningpo Reading room on 19th February* 1880.

Present:—Dr. E. C. Lord, in the chair; Messrs. Bowers, Cooper, Donovan, Drew, Golding, Meyer, M. M. Moses, S. E. Moses, Reuben, Wheatley, Williams, and Wright.

The minutes of the last annual meeting were read and passed.

The reports of the Honorary Secretary and Treasurer were read and accepted.

A list of subscribers and Ratepayers ordered to be posted outside the Police Station.

The members of the Committee tendered their resignations.

On its being proposed by Mr. WHEATLEY that the same Commitee be re-elected, the Honorary Secretary mentioned that one of them, Mr. Butler, finding his position as a member of the Committee misunderstood by the natives, had retired some months since, and that it was desirable that some merchant who had property and a direct interest in the port should be selected to fill his place; himself and other officials being but transitory residents. It was desirable for several reasons; the money to be spent came principally from traders,

Report of the Secretary of the Committee of Public Works for the Campo suburb of Ningpo.—February, 1880.

Another year has passed under the direction of the present Committee and I again have to present its report on the lighting, paving, and sanitary arrangements of this Settlement.

As regards the lighting, fifty-four lamps have been maintained. The burners purchased last year wear well. The amount of light given has, I trust, been found satisfactory. Six additional lamps have been provided by Chinese, from private means, and are kept lighted on the way from the main street to the Commissioner's residence.

On the Committee's first taking charge of the streets the pavement was in some parts so deficient and in others in such bad repair that it was determined to lay down temporarily the cheapest description of stone flags, money being urgently required for other purposes, and these stones being easily obtainable, with the intention of subsequently replacing them with stone of the best procurable description, and of relaying the commoner stones in the back streets where the traffic is less, and where pavement of some kind was much required. This intention your Committee has succeeded in great measure in carrying out. The cheap stone in the main street was found no economy so frequently was it broken. The new stone is not conglomerate but is lamiated, and being over three inches in thickness is not liable to breakage.

By the good offices of Mr. Butler, in obtaining subscriptions from the tea-hongs and in superintending the expenditure of the money, the streets on the South of the Settlement have been greatly improved, and are now all fairly well paved.

The Bund, despite the high tides of the autumn, has stood well. The surface now requires renewing.

Some of the broken stone slabs taken from the streets have been utilized in securing possession for the public of a piece of land by the Nunnery at the North corner of the Settlement, which the Committee succeeded in obtaining as a free gift, whereby what was formerly a narrow passage impassable to a chair is now a good paved way of ten feet.

The Sung-keong men, engaged as sweepers, have one by one under various pretences returned to their homes, the actual reason being the ill-will they brought on themselves among the native residents in the performance of their duty. They have, as they have gone, been replaced by natives who appear to understand their fellow-townsmen better and are yet able to satisfy the vigilance of Mr. Golding.

The sanitary condition of the Settlement has been good. All the drains are in good working order. During the very hot weather the canal, though somewhat foul and nearly dried up, was never offensive. There was little or no epidemic disease.

Though the extensive works lately carried out by the Li family must be reprobated in part; nevertheless they have done good work in clearing out their old river-head, whereby what was a swampy part of the suburb is now well drained.

To the energy of Dr. Lord must be ascribed the much greater decency observable at many of the public latrines along the streets. He has prevailed on the authorities to remove some of the most glaring, and to cause screens to be constructed in front of others.

The Committee desire to express their indebtedness to Mr. Thomas B. Golding for the attention he has given to their directions and the zeal with which he has carried them out. Mr. Golding deserves the thanks of this Community for the time and trouble he has devoted to its interests.

HONGKONG AND SHANGHAI BANKING CORPORATION.

The annual general meeting of the shareholders in the Hongkong and Shanghai Bank took place on the date advertised. There were present:—Hon. W. Keswick (Chairman), Messrs. A. McIver, E. R. Belilios, H. L. Dalrymple, H. Hoppius, Wm. Reiners, F. D. Sassoon, W. S. Young, R. Deacon, A. T. Manger, D. McCulloch, W. Wotton, H. Smith, W. K. Hughes, A.

issued; that sum has, however, been further reduced by subsequent payments attaching to that year, and the amount now available for apportionment is $124,421. Under the amended Articles of Association it devolves upon the General Managers and Consulting Committee to arrange the division of this sum, and they propose to pay to

Contributing Shareholders a return of 20 per cent. on contributions	$38,421.00
Shareholders dividend of $43 per share or 21½ on paid up capital	$86,000.00
	$124,421.00

The Reserve Fund is thus left untouched at $701,842, and the General Managers trust the Shareholders will deem the result of 1878 satisfactory, considering the unusually heavy losses which attended the business of that year.

The accounts for the year 1879 show at credit of working account a sum of $243,420.72, but to make a fair comparison with former years the cash bonus paid during the past six months should be added thereto, viz., $22,633.90, which increases the earnings to $266,054.62. Shareholders who contributed business during the first half of the past year have, however, still to receive the bonus thereon, and it is proposed to settle the same now by a payment of 20 per cent., which will absorb $21,138 and leave a balance of gain of $222,282.72, which, subject to any further losses attaching to 1879, will be available for apportionment to Reserve Fund and a dividend to Shareholders as may be decided at the next annual meeting.

Consulting Committee. — Messrs. W. Reiners, A. P. McEwen, T. Jackson, and J. H. dos Remedios, offer themselves for re-election, and the General Managers have much pleasure in recommending the election of Mr. A. T. Manger in place of Mr. Bottomley, who retires in consequence of intended absence from the colony.

Auditors.—Messrs. Henry Smith and A. Coxon offer themselves for re-election.

JARDINE, MATHESON & Co.,
General Managers.

Hongkong, 12th February, 1880.

CHINA FIRE INSURANCE COMPANY, LIMITED.

The following is the report presented to the Shareholders at the eleventh ordinary meeting, held at the Company's offices, on the 20th instant :—

The Directors have the pleasure to submit their annual report and statement of accounts to the 31st December, 1879.

1878.—The balance at the credit of Working Account, 1878, as per last report was $164,354.46

Deduct dividend of $12 per share, paid in 1879	$48,000.00	
Deduct losses and claims accruing to this year, paid in 1879	66,817.53	
Deduct premia returned on policies cancelled, paid in 1879	777.30	115,594.83
		$48,759.63

The bonus of 20 per cent. to contributing Shareholders for 1878 will require $27,388.63 of this amount, leaving a balance of profit of $21,371.00 which has been added to reserve fund, increasing the same to $368,267.00.

1879.—The Working Account at the close of this year shows a balance at credit of $152,596.20. This is exclusive of $14,379.54 returned to insurers in the form of a cash discount of 20 per cent. on all premia taken since the 1st of July last, but it will be borne in mind that this discount is in lieu of the bonus of like amount hitherto paid when the accounts of each year were closed.

The Directors think it desirable to pay the bonus on premia received during the first six months of 1879 without further delay, and they also propose to pay a dividend of $12 per share as hitherto.

The fire-engine account has been increased by the cost of an outfit of new hose for the Company's steam fire-engine at Shanghai and the purchase of a fire pump for the use of the Foochow Agency.

---

but I should like to point out to the [illegible] before any disrespect to your Lordship or your Court, but I am doing it to maintain a principle, and that principle you will see no doubt in the course of my defence.

His LORDSHIP—What is the principle that you are maintaining?

Mr. BROWN—I am the servant of a public company.

His LORDSHIP—I may at once tell you that is no defence at all.

Mr. BROWN—Then may I be allowed to read my defence?

His LORDSHIP—What is the principle, shortly?

Mr. BROWN—It is, as I have just said, that I am the servant of a company, and am under the directions of the Directors and Shareholders.

His LORDSHIP—I may tell you that is no excuse. Are you a professional man? Are you a lawyer?

Mr. BROWN—No, I am not.

His LORDSHIP—Are you a learned Counsel?

Mr. BROWN—No, I am not.

His LORDSHIP—Did you decline to produce these documents, upon the ground of the production involving a disclosure of any Government matter?

Mr. BROWN—No, your Lordship. If you allow me to read my defence to you, you will then see the grounds upon which I am acting.

Mr. DRUMMOND—I should like to make a suggestion. I would suggest that as under the 118th section of the Order in Council, which is the authority provided for this matter, that unless the party can excuse himself to the satisfaction of the Court, he is liable to so-and-so. What Mr. Brown is anxious to state seems to be in the nature of an excuse, an excuse for his conduct, and if your Lordship will allow him to state it, your Lordship can then judge whether it is an excuse or not.

His LORDSHIP—Mr. Brown is here with the view of explaining his conduct—why he did not produce the documents.

Mr. BROWN—I want to explain my position fully to your Lordship. It is not out of any disrespect that I do this; it is a matter of principle, and if I am wrong in maintaining that principle, I must of course take the consequences.

His LORDSHIP—I will hear what you have to say.

Mr. BROWN—I will read it, but may I ask your Lordship first who charges me?

His LORDSHIP—I may tell you that this Court charges you because an application was made to me that you have been guilty of what *primâ facie*—I do not say it is, because you are going to shew it is not—is contempt of Court, and you have been so charged upon the representation of the United States Consul-General, and I understand also from Mr. Drummond that it is not an immaterial question that you have been asked to reply to. Is that so, or is it not, Mr. Drummond?

Mr. DRUMMOND—Quite so; it is a most material question.

His LORDSHIP—You hear that the point is a most material one to the issue of the cause now pending in the United States Court, and under these circumstances, I have considered that, having regard to the provisions of the Order in Council and to the representation made to me by Mr. Drummond, that I am justified in setting in motion the machinery of the Order in Council.

Mr. BROWN—May I now read my defence?

His LORDSHIP—Yes, you may read it.

Mr. BROWN—My first reply is, that I did attend on the 18th February in pursuance of the order of this Court at the United States Court.

His LORDSHIP—But did you give evidence, and did you produce the documents required?

Mr. BROWN—I gave evidence, but did not produce the books.

His LORDSHIP—Then how can you say that you attended the United States Court on the 18th of February, at 10 o'clock, and gave evidence in pursuance of the order? Now, did you, or did you not, give evidence and produce the books?

Mr. BROWN—I gave evidence, but did not produce the books.

His LORDSHIP—You say that you attended in pursuance of the order. How can you say it was a compliance with the order, when you did not produce the books?

Mr. BROWN—I must explain.

Directors [illegible]

Messrs. MORRIS & Co.,
Agents of the Shanghai Tug Boat Association.

SIRS,—We have to inform you that we object to the books of the Shanghai Tug Boat Association being taken out of your office, or shown to other persons than Shareholders, without our sanction.

We remain, Sirs,
Your obedient servants,
R. W. LITTLE,
G. MURRAY,
Directors of the Shanghai Tug Boat Association.

His LORDSHIP—What is the date of the letter?

Mr. BROWN—It is dated yesterday, 20th February.

His LORDSHIP—Then it is dated after your refusal to produce the books in the U.S. Court?

Mr. BROWN—That is so, but I had no authority to produce the books when I was examined.

His LORDSHIP—Is that all you have to say for your refusal to produce the books in compliance with the order of this Court? I may tell you, Mr. Brown, at once, that what you have said is no answer whatever to the requisition made to you. I understand Mr. Drummond still to say the question is a material one.

Mr. DRUMMOND—It is most material. It is so material in fact that no further step can be taken in the case in the American Court until the evidence is given. The whole thing has come to a dead-lock.

Mr. BROWN—I want to protect myself and my firm against the Directors. That is my object.

His LORDSHIP—There is the order of the Court. That will protect you. Do you say you will, or you will not, produce the books at the American Court?

Mr. BROWN—If you order me to produce them I will.

His LORDSHIP—I tell you that you ought to produce them, and if the matter had occurred in this Court I would say you must produce them, and it is upon that principle that I shall decide this case. Have you anything more to say?

Mr. BROWN—No, I have stated my defence.

His LORDSHIP—Now, Mr. Brown, I may tell you that what you have stated about the Order in Council only directing you to attend to give evidence—to do nothing more than that, whoever has informed you has misinformed you. His Lordship read the 118th section of the Order in Council, the one referred to, which was as follows :—

Where it is shown to any of Her Majesty's Courts that the attendance of a British subject to give evidence, or for any other purpose connected with the administration of justice, is required in a Chinese or Japanese Court, or before a Chinese or Japanese judicial officer, or in a Court, or before a judicial official in China or Japan, of any State in amity with Her Majesty, the Court may, in cases and under circumstances which would require the attendance of that British subject before one of Her Majesty's Courts in China or Japan, and if it seems to the Court just and expedient so to do, make an order for the attendance of the British subject in such Court or before such judicial officer and for such purpose as aforesaid—but so that a provincial court shall not have power to make an order for such attendance of a British subject at any place beyond the particular jurisdiction of the Court. Any British subject, duly served with such an order, and with reasonable notice of the time and place at which his attendance is required, failing to attend accordingly, and not excusing his failure to the satisfaction of the Court making the order, shall be liable to a fine not exceeding 500 dollars, or to imprisonment for any term not exceeding one month, in the discretion of the Court."

His LORDSHIP—You are the Agent of a Company, and simply as agent you are not entitled to privilege. You have said that you will attend in obedience to what I have said. I say distinctly that you ought to do so under the circumstances. I want to know whether you will or will not attend and produce the documents required.

Mr. BROWN—If your Lordship orders me distinctly to attend, I must. I will do so.

His LORDSHIP—If you promise to attend and produce the documents, this application may stand over, and if I do not hear from the American Court anything further there will be an end of it.

Mr. BROWN—If you order me to attend I will.

His LORDSHIP—I think you ought to attend, and I order you to attend. If you will undertake to attend in obedience to the order already made there will be nothing further.

Mr. DRUMMOND—I am not anxious to press for anything further than the necessary obedience to the order of the Court, which will give me the evidence I require.

His LORDSHIP—If Mr. Brown will give the Court his assurance that he will attend, let it be so, and the matter stand over.

Mr. BROWN—But the Directors have ordered me not to produce the books without their sanction.

Mr. DRUMMOND—The Directors cannot be considered now. It would be a very peculiar position indeed if the Directors were to be held over the head of this Court.

Mr. BROWN—If your Lordship will give an order in writing to produce the books, it will save me a great deal of responsibility.

Mr. DRUMMOND—It is evident that Mr. Brown is more afraid of the Directors then he is of this Court.

Mr. BROWN—I naturally want to protect myself.

His LORDSHIP—Of course, Mr. Brown, I don't know what may happen if you don't undertake to produce the books.

Mr. BROWN—I will produce them if you order me to do so, and if you make an order, let me have it in writing, and it will save me any responsibility.

Mr. DRUMMOND—All I want is an assurance of unqualified obedience.

His LORDSHIP—The order I shall make will be in conformity with the order which was served upon you to attend to give evidence. It will be an order that you attend the United States Court in accordance with the subpœna that was served upon you, to give evidence and to produce the list of Shareholders and Tug-boats of the Shanghai Tug-boat Association as they appeared on the 21st November last, and I ask you now whether you undertake to comply with that order.

Mr. BROWN—Can you make it on the Directors as well as myself?

His LORDSHIP—No, certainly not. They are not before the Court.

Mr. DRUMMOND—Mr. Brown seems to be much more afraid of the Directors than of your Lordship. He has your Lordship on one side of him and the Directors on the other, and he is certainly more afraid of the Directors than of your Lordship.

Mr. BROWN—I want my position clearly defined. I want to protect myself.

Mr. DRUMMOND—Is it necessary to have a written order drawn up?

His LORDSHIP—Mr. Brown asks for one.

Mr. BROWN—All I want is the full authority of the Court.

His LORDSHIP—I cannot give you any fuller authority than the order to attend. Is there any particular day you wish for Mr. Brown to appear, Mr. Drummond?

Mr. DRUMMOND—The Consul-General has adjourned the case pending the receipt of a reply from your Lordship. I can hardly think it is necessary to draw up an order; it will only cause delay. It would have to be served upon Mr. Brown and incur a great deal of trouble.

His LORDSHIP—I have stated what the order would be. Mr. Brown knows what the penalty is, and I tell you I have no idea of an order of this Court being treated with contempt. You (Mr. Brown) had the books in your possession and under your control when you attended before the United States Court. You have said what you have to say, but that is no defence. If you attend the Court, and give the evidence required, the matter will be at an end; but if you part with the books, it will be for me hereafter to decide how I shall deal with a case of that kind. I am not going to have the administration of justice trifled with in this way, as long as I sit here. It is for you to say whether you will obey the direction of the Court or not. By the Order in Council, I send you 48 hrs. By the Order in Council, obey the order which has been made, and I tell you candidly, Mr. Brown, it is much more

Mr. WAINEWRIGHT felt bound to object to the ruling.

The COURT had no objection to the question being raised, but it was a matter that was quite clear to his mind. Mr. Wainewright's objection should be noted.

Mr. HENDERSON explained that the case now came before the Court on a motion to dismiss the suit for want of prosecution, and that it was barred by the statute of limitations.

When the case was before the Court on the previous petition it will be remembered that the point involved was as to whether an express trust was set up, and the Court decided in the negative, but granted leave for the petition to be amended, which was accordingly done, and an abstract of the amended petition was published in our columns on the 18th inst. This amended petition sets forth that the late Mr. E. M. Smith, in or about the year 1862, borrowed from a number of persons whose names were given, various sums of money altogether amounting to Tls. 78,940, and $15,400, and the plaintiff for himself and others prays that these sums may be paid, together with interest at the rate of 12 % per annum, and that an account may be taken of the moneys that have come into the hands of Mr. Smith and Dr. Yates arising out of certain property in which he claims to have an interest.

Mr. HENDERSON at great length analysed the various allegations in the amended petition, and maintained that no express trust had been created. He argued the point for nearly two hours.

Mr. WAINEWRIGHT, in the course of his reply, called attention to the fact that his clients were sufferers to a considerable amount, and they had come to the Court to get relief. He asked the Court to take notice of the fact that they were Chinese, not conversant with the technicalities of the laws of the United States or any other civilised community, and therefore he thought some allowance should be made them. He argued that a trust might be created by word of mouth without writing; all that the Statute of Frauds required was that it should be evidenced by writing. Taking the petition as a whole, he maintained that it set up a *primâ facie* case as to the existence of an express trust, and hoped that the Court would allow the case to be heard on its merits and the evidence to be gone into and sifted. That was what he was endeavouring to bring about, and he did not feel himself bound to explain every paragraph in the petition, or educe a complete and entire history of this ancient and complicated transaction. He thought all he had to do was to show that there was a reasonable inference that there was an express trust in favour of the plaintiff or those he represented, and trusted the Court would not dispose of the case as it was asked to do by a side-wind, but would afford to the parties an opportunity of stating the facts of the transaction, and then conclude from these facts what the legal liability of the defendants was. He maintained that he had set up sufficient in the petition to entitle him to have the case heard on its merits, the witnesses examined, and all the documents careful investigated. He understood that one of the defendants was very anxious that the case should be heard on its merits, but it did not appear to be so when an attempt was made to dispose of the case on a technical point of law.

The arguments occupied the Court from ten o'clock in the forenoon till four o'clock in the afternoon, with the exception of about half an hour occupied in the conclusion of the collision case between the brig *Condor* and the steamer *Ping-on*, and they will be resumed this morning at 10 o'clock.

Before D. H. BAILEY, Esq., *Consul-General, sitting as Judge*, and Captain M. F. PATTERSON, *Master of the C.M.S.N. Co.'s str. "Pautah,"* and Mr. S. O. DALRYMPLE, *Pilot, Assessors.*

In Admiralty.

The collision between the brig "CONDOR" *and the steamer* "PING-ON."

Mr. W. V. DRUMMOND appeared on behalf [illegible] again absent.

[illegible] was [illegible] and the course of the approaching vessels favour that view. The master, second

language of Sir Edmund Hornby:—"With reference to the expediency of following a rule that vessels navigating this river should respectively keep a starboard shore, the Assessors consider it essential to its safe navigation, and that any other rule will inevitably lead to constant collisions."

Upon the state of the evidence in this cause, I consider the ruling in that case as especially applicable in this. And it would be very unwise, considering the great importance of safe navigation in the approaches to Shanghai, for this Court, by a contrary ruling, to put in doubt the certainty and salutary effect of that opinion, as well as to go against the evidence given in this cause upon that usage. It is, therefore, manifest that the tug and tow were on the wrong side of the channel, and the only justification for their being there would be that they had a clear channel.

Quoting again from the opinion of Sir Edmund Hornby in the *Hopewell* v. the *Annie Gray*, he says:—"While the Assessors agree that it is open to a vessel to take any *clear* channel, they expressly dissent from the view that a clear channel is to be considered as such when another vessel is approaching it, and would in her ordinary course enter it."

It was held in 5th Howard, 441 465, that the vessel which was out of the channel for her proper course was at fault.

"Where a tug having a tow has neglected no precaution, she should not be held responsible to the same extent, or under the same law, as a detached steamer. But where a voyage is attended with hazards she must avoid enhancing them. She may occupy a larger space and move with less caution on an open bay than in entering a narrow and crowded channel." Dist. Ct. 1848, Flannery v. the *Ontario*, 4 Pa., Law J. Rep., 312.

Was there a clear channel so that the tug and tow could safely be on the wrong side? Certainly not, as is shewn by the fact that they collided with the *Ping on* as they were entering the channel. And at that particular point, and from far below it indeed, they could have had a clear view of the channel and the upper reaches of the river for a long distance, and with the exercise of ordinary precaution must have seen for much more than a mile up the river that a steamer was coming out, and yet they persistently, and I must say, it seems quite blindly, held on their wrong course in the very track of the outgoing steamer; and this in face of the fact that the tug, having a tow, enhanced the difficulty of manœuvring the vessels. Pilot Knott says that when he first saw the green light of the *Ping-on* it bore about two points on the starboard bow of the *Condor*, and that the steamer was four or five cable lengths off. The captain of the tug testifies that he saw the *Ping-on* about a mile off, and her green light bore about two points on the brig's starboard bow. The captain of the *Condor's* evidence is that they first saw the green light of the *Ping-on* between half a mile and a mile distant, yet notwithstanding they were in the channel of steamers going out to sea at night, instead of using the precaution at once to place the tug and tow on a safe course, the chances were taken that the steamer was either going around the Red Buoy to Hankow, or to sea by the North Channel, a channel which the evidence shows is rarely if ever taken by steamers going out at night. This course, I think, was full of hazard, to say the least of it. But still there remained a duty of the *Ping-on* to avoid a collision, if possible. What was the position of the *Ping-on* when she first discovered the tug and tow? The evidence satisfactorily establishes that the course of the *Ping-on* was E.N.E., and that of the tug and tow W.S.W. at the moment the latter were discovered by the *Ping-on*. The wind was E.N.E. I consider Captain Bowen's testimony as conclusive as to the direction of the wind. It is claimed that the wind possibly had changed between the time of Captain Bowen's entry in his private log and the time of the *Ping-on* first sighting the *Fokelin* and *Condor*, but there is no evidence to show that it had changed. The preponderance of evidence is that the wind carried the smoke of the tug over the bows of the brig, and enveloped both those vessels, so as to shut out all their lights to a vessel approaching end on, or nearly end on. Certainly the direction of

2nd Cirt. (N. Y.) 1855, the *Washington*, 3rd Blatchf, 276. "The rule that steamers approaching each other from opposites directions are respectively bound to port their helms and pass each other on the port side is well settled." 10 How. 558; 18 How. 572, and applies to a propeller towing a barge." 13 How. 101. 22 How. 461.

After carefully considering the law and the evidence I find that the collision was caused by the careless and negligent navigation of the steam tug *Fokelin* and the brig *Condor*. To this finding one of the Associates, Captain Patterson agrees, and the other, Mr. Dalrymple, dissents.

It remains to determine whether the liability for damages is with the tug or the tow. It has been held by the Supreme Court of the United States and I must follow that ruling, that where the tug and tow were under the command of the master of the tug, who gave all the orders, and had the exclusive control, direction, and management of both vessels, the tug must be held responsible for the whole loss incurred. Sturges v. Boyer etal. 24 Howard, p. 110. I repeat the language of Mr. Justice Clifford in summing up that case, and the language has special force in this case. "Without repeating the testimony, it will be sufficient to say that it clearly appears in this case that those in charge of the steam-tug had the exclusive control, direction, and management of both vessels, and there is not a word of proof in the record, either that the tug was not a suitable vessel to perform the service for which she was employed, or that any one belonging to the ship either participated in the navigation or was guilty of any degree of negligence whatever in the premises." This principle is sustained in 21 Howard, 184; 22 Howard, 461; 4 Bl. c.c. 199; 1 Bl. c.c. 365; S. C. Olc. 258; The *R. B. Forbes*, 1 Spr. 328; 1 Lushington, 542. A tug which has undertaken to convey a tow with care and skill to a place of destination, but has failed to do so, is liable to the party injured. 1 Black The steamer *New Philadelphia*, p. 62.

I find, therefore, that the liability for the damages both to the *Condor* and the *Ping-on* rests on the tug-boat *Fokelin* and her owners; that Clement Phinney Biethen and C. H. Wells, citizens of the United States, are part owners in the said tug-boat *Fokelin*, and are partners in the Shanghai Tug-boat Association; that the said steam-tug *Fokelin* is owned by the said Association, and that she is registered in this Consulate as an American vessel. The cross-libel is an action in *personam* against the said Clement Phinney Biethen and the said C. H. Wells as part-owners in said tug-boat and partners in said Tug-boat Association. The judgment will therefore be entered against them as prayed for with costs. One of the Associates, Captain Patterson, concurs in this opinion and the other, Mr. Dalrymple, dissents.

It only remains now to refer the matter of assessment of damages to a naval reference, and I will refer that question to the Clerk of the Court, as special Master.

AUCTION SALES.

AUCTION.

MACKENZIE & CO.

HAVE received instructions to sell, at their Salesroom, CANTON ROAD, on

SATURDAY, the 28th Feb.,

At 2 o'clock P M.,

THE PILOT SCHOONER

"DANIEL WEBSTER,"

Of 80 Tons Meast., built at Boston, U.S.A. in 1853; well found in Sails, Anchors, Chains, and other Gear.

Conditions of Sale.

1.—The said Vessel to be at the Purchaser's risk on fall of the hammer.

2.—Half the amount of Purchase-money to be paid immediately after the Sale. The

AUCTION SALES.

PUBLIC AUCTION

OF

PROPERTIES situated in SHANGHAI and HANKOW.

THE undersigned has received instructions to sell by Public Auction, at his Offices, STONE HOUSE BUILDINGS, BUND,

ON

WEDNESDAY, the 3rd March, 1880,

AT 3 O'CLOCK P.M.,

THE FOLLOWING

VALUABLE PROPERTIES

(Unless previously disposed of by Private Contract.)

LOT No. 1.—That desirable Property situated in the British Settlement, SHANGHAI, at the South-east Corner of Kiukiang and Kiangse Roads, facing the Cathedral Compound, and registered in H.B.M.'s Consulate as Lot 25B, Sub-Register No. 3. The Lot contains, by Title Deed, 5 *mow*, 0 *fun*, 3 *li* 9 *haou*, and will be sold with all the Houses, Godowns, and Tenements thereon erected.

Also,

By Order of the Mortgagee,

LOT No. 2.—That desirable Property, situated on the Bund in the British Concession, HANKOW, and registered in H.B.M.'s Consulate there as Lot No 15. This Lot measures, by Title Deed, 270 feet in depth by 125 feet in width (on Bund frontage), and will be sold by order of the Mortgagee, with all the Buildings of whatsoever kind thereon erected.

The buildings, consisting of a commodious Two-storied Dwelling House, built of brick, with tiled roof, a large Godown, entirely detached, built of brick with stone floor well raised, and Outbuildings, are now leased to Messrs. REID, EVANS & Co., until 30th April, 1880, at the annual rental of Hankow Tls. 1,000 per annum.

These buildings are insured against fire to the extent of Tls. 5,000, the policy expiring on the 26th May, 1880.

LOT No. 3.—A Property immediately in rear of the above, registered in H.B.M.'s Consulate as Lot No. 33, and measuring, by Title Deed, 125 feet in breadth (on road frontage) by 270 feet in depth. There are no buildings on this Lot, which is included in the lease to Messrs. REID, EVANS & Co.

LOT No. 4.—A Property separated from the above by a road, registered in H.B.M.'s Consulate as Lot 51, and measuring, by Title Deed, 125 feet in breadth (on road frontage) by 270 feet in depth. There are no buildings on this Lot.

FRANCIS A. GROOM,
n t-a-w *Land and Estate Agent.*
3mr 3905 Shanghai, 9th Feb., 1880.

PUBLIC AUCTION.

PUBLIC AUCTION *of those* VALUABLE, COMMODIOUS *and* CENTRALLY LOCATED BUSINESS PREMISES No. 31, YANGTSZE ROAD (BUND), SHANGHAI.

THE undersigned, acting under instructions from the Trustee to the Estate of Messrs. WM. PUSTAU & Co., will sell by PUBLIC AUCTION within their Offices on FRIDAY, the 12th day of March next, 1880, immediately after the sale of the Property belonging to the Estate of the late WILLIAM MILLER.

ALL THAT PLOT OR PARCEL OF GROUND, No. 17 of the Plan of Shanghai, together with the several buildings thereon, former-

AUCTION SALE.

AUCTION.

MACKENZIE & CO.

HAVE been favoured with instructions from

JOHN E. COATES, Esq.,

TO SELL AT SALESROOM,

On SATURDAY, 28th instant,

(Immediately after the Sale of the Pilot Schooner "Daniel Webster,")

The Pilot Cutter

"ALERT,"

Built at Sydney, N.S.W., in 1871; re-coppered with PURE COPPER, 22, 24 and 26 ounces, and thoroughly overhauled in 1877; well found in Sails (2 Suits), Anchors, Chains and other Gear, and has 12 tons of Iron Ballast.

Inventory can be seen on applying to the Auctioneers.

28fe 3958 Shanghai, 19th Feb., 1880.

FOR SALE.

FOR SALE.

THE HOUSE-BOAT

"LIE-BED,"

In good order and condition, well fitted and found. Sails and yuloha very fast. Has accommodation for two persons, and is specially adapted for Hill trips.

For particulars, apply to

L. MOORE.

26fe 3963 Shanghai, 20th Feb., 1880.

S. VOELKEL,

PHARMACIE DE L'UNION.

PASTILLES de Vichy.
Fer Bravais (Bravais's dialysed Iron.)
Charbon Belloc.
Goudron Guyot.
Roob Lafecteur.
Savonules Lebel.

A select Invoice of Pinaud's Perfumery and Toilet Soaps.

27fe 3947 Shanghai, 16th Feb., 1880.

FOR SALE.

A STEAM LAUNCH,

VERY FAST,

Built by INGLIS & Co., HONGKONG.

Length .....32 feet.
Beam..... 7 ,, 6 in.
Cylinder ..... 6 inches.
Stroke ..... 6 ,,

BOILER tested for working at 100 lbs., very fast, and useful for a ship's launch or harbour purposes. Has hoisting straps and fresh water feed tank. Engines on best principle, with Ejecting Pipes, &c.

Hull and Engines have just been thoroughly overhauled. She is covered in forward and fitted with steering gear forward.

For further particulars, apply to

LANE, CRAWFORD & Co.

tf 3875 Shanghai, 4th Feb., 1880.
n 2 s-w

FOR SALE.

FOR SALE.

NOW READY.

CIGARETTES, CIGARETT

AND

TURKISH TOBACCO.

THE undersigned, having been appointed Agent for the sale of J. SONNENBLICK'S TURKISH TOBACCO and CIGARETTES, in Shanghai and the Outports, begs to inform the Public that he is now prepared to supply them with

Cigarettes ..... at $1.00 per 100
Tobacco ..... ,, 2.25 per 1 lb. tin.
Do. ..... ,, 1.15 per ½ lb. ,,

The Tobacco can be inspected and seen out on application to

G. POLITE,
TOILET CLUB.

N.B.—Orders from the Outports promptly attended to.

n tf c.a 3120 Shanghai, 23rd Jan., 1880.

FOR SALE.

Received Ex "Tokio Maru,"

CALIFORNIA HAMS, CALIFORNIA BACON, CALIFORNIA CHEESE, PARAGON MACKEREL in 5lb. Tins; ENGLISH and AMERICAN HARNESS.

Also, Every description of SPORTING GEAR, at reasonable Prices.

Y. CHING-CHONG,
CORNER OF HONGKEW BRIDGE.

29ap 3194 Shanghai, 3rd Feb., 1880.

MANILA LOTTERY.

MARCH TICKETS FOR SALE.

YUNG KEE,
75, Honan Road,
Opposite AH-LING'S Store.

3mr 3938 Shanghai, 16th Feb., 1880.

BOOKS! BOOKS!!

BOUND BOOKS,

BY POPULAR AUTHORS,

AT A

GREAT REDUCTION.

NOVELS.

	usual price. per vol.	reduced price.
Tauchnitz Edition,	50 cts.	3 vols. for $1.
Railway Edition ...	75 ,,	50 cts. per vol.

A LARGE STOCK OF

SCHOOL BOOKS,

Very Cheap.

LANE, CRAWFORD & CO.

n 3-t-a-w 1437
30ju '80 c.a. Shanghai, 19th Feb., 1880.

NOW OPENING.

FRESH GARDEN SEEDS.

FRESH FLOWER SEEDS.

N.B.—The excellent quality of the Seeds imported by us is now too well known to need further recommendation.

HALL & HOLTZ.

the Court or *pro*. By the Order in Council, the Court has power for one month if you disobey the order which has been made, and I tell you candidly, Mr. Brown, it is much more probable that I should adopt the latter part of the alternative than the former.

Mr. BROWN—All I ask is that the order should cover the Directors as well as myself.

His LORDSHIP—You have the opportunity of obeying the order or not, as you think fit. If you tell me that you will not attend, I shall know how to deal with the case, and I will deal with it at this very moment.

Mr. BROWN—May I ask you one question? Am I liable as Agent of the Company to the Directors?

His LORDSHIP—It is no part of my duty to give advice as to your liability. If you want legal advice you can obtain it elsewhere.

Mr. BROWN turned round and had a brief consultation with Mr. R. W. Little, who is one of the Directors of the Shanghai Tug-boat Association, and then said—It will be all right, I will take the books down to the Court.

His LORDSHIP—Then the matter will stand over, and if I hear nothing further from the United States Consul-General that you have disobeyed the order, the matter will be at an end

Mr. DRUMMOND—I presume a written order will not be necessary.

Mr. BROWN—No, I will take the books without it.

His LORDSHIP—The matter then will stand adjourned *sine die*.

Mr. DRUMMOND—I will see the United States Consul-General at once, and inform him of the decision of the Court.

His LORDSHIP—I shall myself send a communication to the United States Consul-General.

As will be seen from a report below, Mr. Brown appeared in the United States Consular Court in the afternoon, and gave the information he had previously refused to communicate.

IN THE U.S. COURT FOR THE CONSULAR DISTRICT OF SHANGHAI.

Shanghai, 21st February.

Before D. H. BAILEY, Esq., *Consul-General, sitting as Judge.*

LOO FOONG KWANG *v.* FRANCIS PARKMAN KNIGHT, *Receiver of the Estate of* EDWIN MAURICE SMITH, *deceased*, and MATHEW TYSON YATES, D.D.

Mr. WAINEWRIGHT appeared for the plaintiff.
Mr. J. J. HENDERSON appeared for the defendants.

The discussion of this case, adjourned from the 17th inst., was resumed this morning.

Mr. WAINEWRIGHT said that before the case was proceeded with he wished to make a preliminary objection to the constitution of the Court, claiming on behalf of the plaintiffs that it should be heard in conjunction with proper Chinese officials. He read Article XXIV of the first treaty (1844) made between the United States and China, and he did not consider that that treaty was abrogated by the one concluded in 1858, of which treaty also he read Article XXIV. He contended that the latter section read did not deprive Chinese subjects of the right to have officials of their own nationality to assist in the trial of cases that might arise, and he thought it was the duty of the Court to call in the assistance of such officials.

Mr. HENDERSON objected to the question being argued upon at that time as he had no notice of any such objection being made.

Mr. WAINEWRIGHT said he was not arguing as to the grounds on which he rested his objection.

Mr. HENDERSON was very much surprised at Mr. Wainewright's objection. The plaintiffs could have brought their case either to the United States Consular Court, or before a Joint Court. They had chosen the former, and he considered that having done so, the objection was out of place.

The COURT ruled that the plaintiffs were bound by the choice they had made in bringing the case before the United States Consular Court as then constituted.

Mr. W. V. DRUMMOND appeared on behalf of Mr. Bowen. Condor was again absent.

After the action taken by the Chief Justice of H.M. Supreme Court in reference to the application made to him by this Court, as to the nature of the evidence given in this case by Mr. A. N. Brown, partner in the firm of Messrs. Morris and Co., Agents for the Shanghai Tug-boat Association, had been ascertained, arrangements were made for the further hearing of the case to be resumed at two o'clock in the afternoon.

Mr. A. N. BROWN was present and was re-called by Mr. Drummond. He said—I have now with me a correct copy of the Deed of Settlement of the Shanghai Tug-boat Association, which shows that the tug boat *Fokelin* was the property of the Association on the 21st November last. I have also with me a book containing the register of shares and transfer of shares of the Association. It shows that Mr. C. P. Blethen and Capt. C. H. Wells were partners in the Association on the 21st November last. The tug-boat *Fokelin* is registered as an American vessel.

Mr. DRUMMOND said that was sufficient, and the evidence in the case was now completed.

The COURT was glad that they had been able to complete the testimony at last, and then delivered the following

Judgment:—

The COURT said—This is a cause of collision, coming within the Admiralty jurisdiction of this Court. The original libel was filed by C. P. Blethen, a citizen of the United States, and owner of the American brig *Condor*, for himself and others in a proceeding *in rem* against the American steamer *Ping on*, wherein it is alleged that the latter vessel collided with the brig *Condor* then in tow of the tug-boat *Fokelin*, near the Lismore wreck-boat light; that the *Condor* sank in a few minutes and became a total loss; that the fault of the collision was wholly with the *Ping-on*. The respondent, Andrew A. McCaslin, master and part-owner of the *Ping-on*, answered for himself and the remaining owners of the vessel, admitting the collision and sinking of the *Condor*, but averred that the fault was solely that of the tug and tow, and alleging damages to the *Ping on* for which judgment was asked. Subsequently the respondents filed a cross-libel against Clement Phinney Blethen and Captain C. H. Wells and others, trading under the style of the Shanghai Tug-boat Association, and owners of the tug-boat *Fokelin*, and Clement Phinney Blethen owner of the brig *Condor*, alleging the collision and that the fault thereof was entirely that of the tug and tow; that the respondents are citizens of the United States; that the *Fokelin* and *Condor* are sailing under the flag of the United States, and praying for judgment for damages as alleged. The answer to the cross-libel is substantially that of the original libel.

It is not necessary to consider the testimony at length. The evidence in cases of collision is almost invariably of the most conflicting character, and this case in that respect is not different from most others. Under such circumstances, the case must be determined by the preponderance of evidence.

The vessels were approaching each other at night from opposite directions, the *Ping-on* going out to sea, and the tug and tow entering the channel between the Lismore wreck-boat light and the Red Buoy, coming up the river to Shanghai. At that point the channel is about half a mile wide. The rule of law is clear that the tug and tow, as to navigation, are to be considered as one vessel, and as being a steam-vessel. S. Dist. N.Y., 1872. The Philadelphia &c. R. R. Co. *v.* the *J. H. Gautier*, 5 Ben., 469; 11 Am. L. Reg. 769, 5 Am. L. J. R., 87; 15 Int. Rev. Rec. 39.

It is indisputable that the tug and tow were coming up on the south side of the channel, in the very track of outgoing steamers and vessels. The weight of the evidence is clear that it is the custom of this port for all vessels coming in and going out, in that part of the river where the collision occurred, to pass on the starboard side of the channel, *i.e.*, incoming vessels on the north side and outgoing vessels on the south side. This custom is fortified by a decision rendered in 1872 in the British Court for Shanghai, in the case of the *Hopewell v.* the *Annie Gray*. I quote the their lights to a vessel approaching end on, or nearly end on. Certainly the direction of [illegible] the course of the approaching vessels favour that view. The master, second mate, and helmsman of the *Ping-on* swear positively that such was the case. The chief officer of the *Condor* says that he was on the starboard side of the main deck, and that he could not clearly see anything ahead of the *Condor* for the smoke of the tug-boat. The *Ping-on* immediately after getting into the bright sector of the Woosung light was brought to an E.N.E course, and was steering on a steady helm and therefore on the south side of the channel, that being the customary channel for steamers going to sea. The evidence of the captain, second mate, and helmsman of the *Ping-on*, is that when they first discovered the smoke, and they were all on the look-out, it was directly ahead and about a third of a mile distant. The *Ping-on* at once ported in accordance with Rule 13 of the Navigation Laws, as the vessels were approaching apparently end on. The captain of the *Ping on* had a right to suppose that the steamer coming in would not only obey Rule 13, but that she would go to her own side of the channel instead of by starboarding direct her course into the contiguous shallow water. If the vessels were meeting end on, or nearly end on, as I think the weight of the evidence shows, both vessels were bound to port their helms so as to pass each other on the port side. Even if the testimony for the tug and tow should have the preponderance (which I cannot concede), when the *Ping-on* was first sighted her green light bore about two points on the starboard bow of the *Condor*, and she was then distant nearly a mile. In the case of the *Frviter v.* the *Fingal*, Dr. Lushington said:—"Part of the evidence says they were within two points of meeting end on. I should consider if they were within two points of meeting end on, they would fall in the latter part of the statement nearly end on." This decision brings the vessels within the 13th Rule. But I think there is a crucial test in the fact established by the evidence that the tug and tow were within the bright sector of the Woosung light and in close conjunction to the Lismore wreck-boat light. This being true and the *Pingon* having taken her course E.N.E. immediately after entering the bright sector of that light, the two vessels must have been, as it appears to me, meeting end on, or nearly end on. No time seems to have been lost by the *Ping on* the instant she discovered the smoke of a steamer approaching end on. She immediately ported her helm, and from that time until the collision kept on a port helm; when she discovered the two vertical lights of the tug she was ported more quickly, and immediately upon her whistle indicating that she was porting in answer to the tug's two whistles that she was starboarding, the *Pingon* was slowed, stopped and reversed, and went astern. Under the circumstances I do not see that she should have done more. She was where she had a right to be; she had a proper and vigilent look-out; she followed the rule, and did all she could to avoid a collision. The tug and tow were not only on the wrong side of the channel, a narrow channel where all the immense shipping of Shanghai passes in and out, but they disobeyed the rule which was obligatory on them under such circumstances, and I do not think they had a proper look-out. There was no look-out forward on the *Condor*, as there should have been considering the hazard of their situation and surroundings—exceptions to general rules of navigation are not favored by Courts of Admiralty. *The Scranton*, 3 Bl. c.c. 50. "The rule which requires two steamers approaching each other to port their helms, and so pass on the starboard hand, must be acted on when there is any probable chance of collision by keeping their courses. It is not enough for the party who departs from the rule to show that they would have gone clear, if each had kept its course; he must also show that the other party ought to have perceived there was no probable chance of collision by so doing." 1st Circ. (Mass.) 1854, Wheeler *v.* the *Eastern State* 2 Curt. C. Ct. 141.—1st Abbott's National Digest, page 482. "Where one of two approaching steamers observes the rule that each is to port helm, the burden lies on the other which departed from the rule to make out a justification"

chaser's risk on fall of the hammer.

2.—Half the amount of Purchase-money to be paid immediately after the Sale. The remainder to be paid on or before the 5th March, or the deposit will be forfeited.

3.—All Debts contracted on account of said Schooner will be paid by the Auctioneers from the proceeds of the sale.

MACKENZIE & Co.,
Auctioneers.

28fe 3922 Shanghai, 16th Feb., 1880.

AUCTION.

MACKENZIE & CO.

HAVE been favoured with instructions from

JOHN ROBERTSON, Esq.,

To sell at his Residence

THE ORIENTAL BANK,

ON

MONDAY,

the 1st March,

COMMENCING AT 10 O'CLOCK A.M.,

With an interval of 1½ hours at Noon,

THE WHOLE OF HIS VERY ELEGANT

HOUSEHOLD FURNITURE,

ELECTRO-PLATED WARE, CARRIAGES, PONIES, and other EFFECTS.

A Small Cellar of Choice WINES, &c.,

And

A SOLID MAHOGANY GRAND PIANO,

Patent Repeater Action, 7 Octaves, by COLLARD AND COLLARD.

Special Attention is directed to this Sale, as all the FURNITURE, which is of the Finest and most Substantial description, has been Recently Imported from the First London Houses; the CARPETS are Real Turkey, Brussels and Pile, of the Choicest Patterns and very Costly.

The CURTAINS are of Cretonne, Tapestry and Lace, exceedingly handsome designs.

The PLATED WARE is in abundance, all from the celebrated Firm of ELKINGTON & Co.

Full Descriptive Catalogues will be out on MONDAY next, and the Furniture, &c., on View on FRIDAY, the 27th instant.

1mr 3970 Shanghai, 21st Feb., 1880.

FOR SALE.

CUTLER, PALMER & CO.'S

CELEBRATED

WINES and SPIRITS.

Apply to

JARDINE, MATHESON & Co.
Agents for China and Japan.

n o-a-w Shanghai, 18th Jan., 1877.
31mr-80 807

ALL THAT PLOT OR PARCEL OF GROUND, No. 17 of the Plan of Shanghai, together with the several buildings thereon, formerly possessed and occupied by the said WM. PUSTAU & Co., and known as the LOO-LING HONG.—The Land is registered at the Imperial German Consulate-General at Shanghai; it measures 3 *mow*, 3 *fun*, 7 *li*, 8 *haou*, or thereby, and it is bounded thus—on the *East* by the Yangtsze Road; on the *North* and *West* by H.B.M.'s Consulate grounds; and on the *South* by the Masonic Hall.

The Buildings consists of:—

First—A very substantially built DWELLING HOUSE, which comprises a suite of compradore's and native employés rooms on the basement; Dining and Drawing Rooms, spacious public offices, and a strong Stone Treasury with Iron Doors, on the first floor; and the necessary Bed and Bath Rooms accommodation on the second storey.

Second.—The DWELLING HOUSE, known as LOO-LING JUNIOR HONG, underneath and attached to which are large TEA and SILK GODOWNS, and Kitchen, Servants' Offices and Stabling.—And

Third.—A LARGE GENERAL GODOWN originally built with the view of sustaining another storey.

The front and main Dwelling House overlooks the Public Garden, and commands an extensive view of the Harbour and River of Shanghai.

Intending purchasers can inspect the premises at any time betwixt and the day of sale on applying to AD. REIS, Esq., Trustee to the Estate, or to the undersigned, from whom any further information required may be obtained.

P. MACLEAN & Co.,
Auctioneers.

12mr 3776 Shanghai, 20th Jan., 1880.

PUBLIC AUCTION.

PUBLIC AUCTION *of* LAND *and* DWELLING HOUSES *situated to the South of the* BUBBLING WELL ROAD, *immediately beyond the "Two Miles from Bund" Stone, belonging to the* ESTATE *of the late* WILLIAM MILLER.

The Land consists of two adjoining lots, registered as Title Deeds No. 1,154 and 1,155 at the British Consulate; they measure jointly about 340 feet from North to South, and about 230 feet from East to West, and their total area is 11m. 8f. 1l. 5h. or thereabouts.

On each lot there stands—recently erected—a five roomed double-storied foreign Dwelling House, having ample Bath-Room accommodation, and Verandahs back and front. Pertaining to each also there are commodious Servants' Offices and Stabling.

One of the Dwelling Houses is at present leased on a rental of Tls. 45 per mensem.

The ground is well raised, drained, and stocked with trees, and the houses are insured as first-class risks. Immediate possession, subject to running leases will be given.

THE undersigned have received instructions from the Executors to the above Estate to sell the above-mentioned valuable and very desirable Property by *Public Auction, without reserve,* within their Offices, at 2 o'clock P.M., on FRIDAY, the 12th day of March next, 1880.

For further particulars and for permission to view the Premises, apply to E. H. LAVERS, Esq., Executor, or to

P. MACLEAN & Co.,
Auctioneers.

12mr 3731 Shanghai, 14th Jan., 1880.

n 2 a-w

FOR SALE.

GIBB & BRUCE'S PORT—
Red Seal,

In 2-dozen Cases, at Tls. 8 per dozen.

And

VERY FINE OLD SCOTCH

WHISKEY,

Price—Twelve Dollars per dozen.

Z IVESON & Co.

28fe-80 460 Shanghai, 4th Dec., 1879.

THIS HAIR WASH has been prepared by us for the last 15 years. Its sale is steadily increasing in India, the Straits and Japan. It possesses all the qualities of a Hair Oil or Pomade without their stickiness. It induces a healthy action of the scalp and nourishes the Hair. Dandruff never appears whilst it is in use. It contains none but the best ingredients, and the greatest care is taken in the compounding. When the Hair falls off after fever or any other sickness, this Wash will surely prove of the greatest value

From its great nourishing power on the follicles it may in time cause Hair to return to its natural color; it, however, does not contain a particle of any dyeing ingredient. Using it constantly will most certainly prevent the Hair falling. It is cleanly in use, the smallest quantity sufficing. It has no sediment, and therefore requires no shaking.

J. LLEWELLYN & Co.,
Shanghai.

tf 3653

known to need further recommendation.

HALL & HOLTZ.

n 3-a-w tf 3826 Shanghai, 26th Jan., 1880.

EMPIRE STEAM BREWERY.

SEASON 1879 *AND* 1880.

WE beg to inform our Friends and the Public that the BEER of this Season's Brewing is now in Excellent Condition.

Prices, as under:—

Hhds.	equal to 27	doz.	quarts	.....$27.00
Bbl.	,, 18	,,	,,	.....$20.00
Kilderkins	,, 9	,,	,,	.....$10.00
Firkins	,, 4½	,,	,,	.....$ 5.00

HENRY EVANS & Co.,
Brewers and Aerated Water Manufacturers.

3 mr 3737 Shanghai, 15th Jan., 1880.
n 2-a-w

FOR SALE.

PALE ALE, Lundetangen's Brewery, in 3 doz. Quarts...Tls. 5.00
PALE ALE, Lundetangen's Brewery, in 5 doz. Pints..... ,, 5.50
PILSENER EXPORT BEER, Br. St. Pauli Bremen, in 4 doz. Quarts ..... ,, 6.00

n 2-a-w SIEMSSEN & Co.

25fe 3827 Shanghai, 29th Jan., 1880.

FOR 1880.

THE

ANGLO-CHINESE

DATE-BLOCK

(A COMPLETE ENGLISH AND CHINESE CALENDAR),

IN TWO COLOURS,

IS NOW READY FOR SALE

AT THE

NORTH-CHINA HERALD OFFICE,
Messrs. KELLY & WALSH,
Messrs. LANE, CRAWFORD & Co.,
AND
Messrs. HALL & HOLTZ.

PRICE—$0.75 each.

Shanghai, November 1879.

That very useful and now much used annual, "The Anglo-Chinese Date Block" for 1880, published at the *North-China Herald* Office, has come to hand. It is as usual printed in two colours, and is this year mounted on a chocolate and gold ornamented board.—*Daily Press.*

We have to acknowledge receipt, from the publishers, of the issue for 1880 of the remarkably neat and useful Anglo-Chinese Date Block with which the office of the *North-China Herald* is "greatly to its credit" identified.—*China Mail.*

We beg to acknowledge the receipt of the *Anglo-Chinese Date Block* for 1880,—published by the *North-China Herald* Office. It is a most serviceable adjunct to every office, and its accuracy will, we are sure, be testified to by all who have used it in the past.—*Foochow Herald.*

Edited by G. W. HADEN. Printed and Published at the "*North-China Herald*" Office, Shanghai.

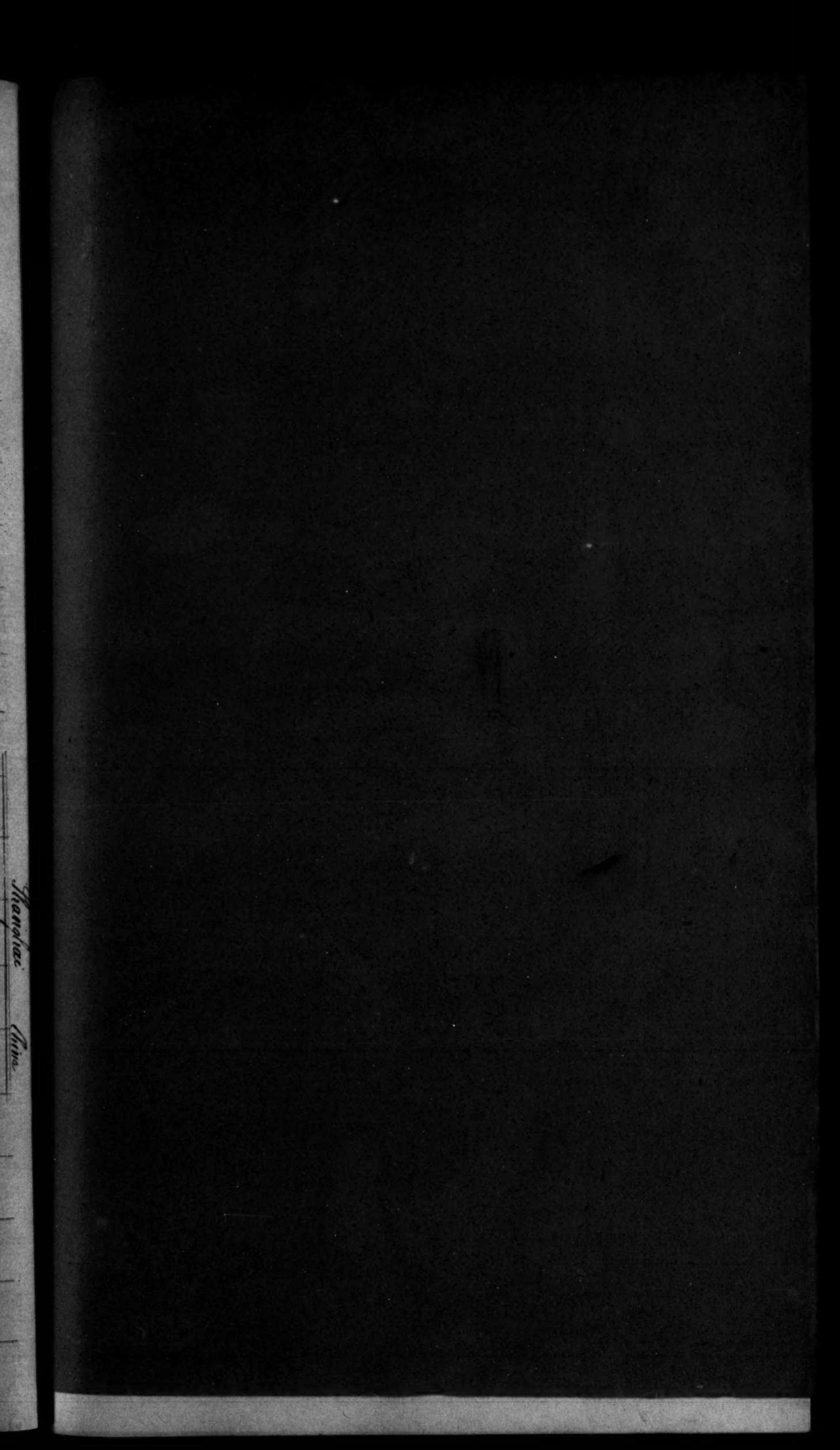
Shanghai China

Enclosure

with

Despatch № 100.

Extract in print from the North China Daily News of 23/2 80 containing remarks in the British Supreme Court re Mex. V. Brown and Mr Bailey's decision in re Condor vs. Pingon dated 21/2. 80.



Ack 4/3/80 Harwood

No. 101] February 24th 1880 United States Consulate General at Shanghai,

Mr. Bailey Consul General. to the State Department,

Subject:— Annual Ratepayers Meeting

ABSTRACT OF CONTENTS.

Transmits proceedings at the Annual Ratepayers Meeting, Shanghai.

Enclosure

Extract in print from the N. Ch. D. News of the 17th inst. containing the Annual proceedings of the # Ratepayers Meeting

---

No. 101.

United States Consulate General,

Shanghai, February 24th 1880

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to enclose an extract from the North China Daily News of the 17th instant, containing the Annual proceedings of the Ratepayers Meeting, the Legislative Body of the Foreign # Community of Shanghai, and I may point out, not without some pride, that here in front, # where I am laboring, in full view, I am thus sustained by the whole community, even while guerillas are notoriously raiding in my rear.

I have the honor to be,

Sir,

Your obedient servant

Isaac H. Bailey

Consul General

The
th-China Daily News.

ANGHAI, FEBRUARY 17, 1880.

NOTICES.

AL POST OFFICE.—Open daily from to 6 P.M. Sundays, 9 to 10 A.M.; and P.M. A delivery takes place every Pillar Letter Boxes in Hongkew (5) bbling Well Road (4). The former five times a day on week-days, and Sundays. The latter cleared three day on week-days, and once on

ICE.—A gun will be fired on board the Officer's Ship on Mondays and Fridays (mean time), precisely. A red and triangular flag will be hoisted five minutes the gun is fired. Long., 8h. 5m. 55. 6s.

London Mail of the 16th Jan., is due gkong on the 22nd Feb., and here on h Feb.—The 17th of Jan. Mail arrived on the 28th Feb., per *Bokhara*.

next French Mail of 9th Jan., is due gkong on the 17th Feb., and here on d Feb.

mail advices received in London from ghai ..... Nov. 22nd.

NOTICE.

y and inconvenience would be d, if advertisements, expresses, ls for papers, &c., and such busi- s is of a public character, were ed simply to "THE NORTH-CHINA D OFFICE," instead of "THE ," or to individuals by name.

y Articles or Letters intended for ation, or rel ting to the news columns paper, should be addressed to the ; who, however, cannot undertake rn unused communications.

ublication of the *North-China Daily* ws commenced at 5h. 15m. A.M.

☞ *For* SHIPPING REPORTS *and* MMERCIAL NEWS *see fourth page.*

IMPARTIAL, NOT NEUTRAL.

LOCAL.

understand that the British barque *f Judah* will enter the Old Dock in days for repairs.

are informed that His Excellency Liu, w Viceroy of these provinces, is ex- to arrive to-day at Nanking, having ed overland.

hulk *Orissa* arrived safely at Chin- n tow of the s.s. *Fuhwo* on the 13th and was moored on the north bank of er opposite the Settlement.

annual general meeting of share- s in the Shanghai and Hongkew Company will be held at the Shang- h on Friday the 27th inst., at 3

Dec., that reports have occasionally appeared from the British Consuls respecting the effect of the alleged 'filling' of cotton goods to the detriment of our trade with China; and in his last report published, Mr. Gardner, the Consul at Chefoo, has taken the opportunity of inveighing against the adulteration of cotton goods, as injuring our China trade and benefiting our American competitors. This portion of his report having obtained wide currency through the Press, it was thought desirable by the Board to remark on the report in a letter to the Foreign Secretary, wherein the facts relating to the character of our cotton goods and the condition of the trade may be stated on the authority of those who are fully acquainted with the subject. A report has been prepared by Mr. Slagg. The Board adopted it, and directed that a copy be sent to Lord Salisbury. The letter will be made public in a few days."

REUTER'S TELEGRAMS.

(Vid Suez.)

Supplied solely to the "N.-C. Daily News."

London, 14th Feb.

A Liberal candidate has been elected for Barnstaple, in the room of the late member.

Baroness Coutts has given £5,000 to the Irish Relief Fund.

The German Parliament has been opened by the Emperor with a pacific address.

ANNUAL MEETING OF RATEPAYERS.

The annual general meeting of Ratepayers for the Settlements North of the Yang-king-pang was held yesterday, in the Board Room of the Municipal Council, Kiangse road. The following are the names of those who were present, with the number of votes represented:—

Aretz, W. H.	1	Kingsmill, T. W.	2
Artindale, R. H.	19	Kirchoff, H.	1
Bailey, D. H.	1	Knight, F. P.	1
Bell-Irving, J.	11	Lavers, E. H.	4
Bielfeld, Alex.	1	Lemarchand, F. W.	2
Birt, W.	2	Lind, A.	1
Boger, H.	1	Lindsay, G. A.	2
Buchanan, J.	16	Little, Dr. L. S.	2
Buchheister, J. J.	1	Little, R. W.	4
Corner, G. R.	1	Love, J.	2
Cory, J. M.	1	Mackenzie, R.	3
Cumine, A. G. T.	5	Malherbe, R.	1
Dalgleish, W. H.	7	Marshall, F. J.	1
Dyce, C. M.	2	McLeod, Alex.	2
Edbrook, C.	1	Mendel, L.	1
Fearon, J. S	2	Meyerink, W.	1
Focke, Dr.	1	Michael, J. R.	1
Forbes, F. B.	11	Moore, L.	1
Francis, R.	6	Morrison, G. J.	1
Gilmour, D.	1	Moses, E.	4
Grant, C. L.	8	Myburgh, Alex.	17
Groom, F. A.	1	Nachtrieb, A.	1
Hannen, N. J.	1	Peters, P. G	4
Hart, J.	1	Purdon, J. G.	3
Hart, J. H.	1	Rouliton, J.	1
Hearn, H. R.	9	Ruttmann, H.	2
Helland, G. J.	1	Shadgett, J.	1
Henderson, D. M.	1	Smith, Geo.	2
Henderson, E.	1	Solomon, E. A.	3
Hill, G. B.	1	Stokes, F.	2
Hitch, F. D.	1	Thomson, Rev. E. H	1
Holliday, J. F.	2	Thorne, C.	1
Holt, Rev. W. S.	1	Vouillemont, E. G.	1
How, A. J.	1	Wainewright, R. E.	1
Howie, W.	2	Ward, W. C.	1
Ilbert, A.	1	Webb, S. D.	5
Jamieson, Dr. R. A.	1	Westall, A. C.	3
Johnston, Dr. J.	1	Wetmore, W. S.	1

the scrutiny forthwith and the result shall be declared by the Chairman before the dissolution of the Meeting.

10.—No reference shall be allowed to any subject or business already disposed of except by consent of a majority of the Ratepayers present or represented at a Meeting. A resolution once passed can only be rescinded or modified by a majority of not less than three-fourths of the voters present or represented.

11.—All documents which come before a Ratepayers' Meeting, shall if they have been previously exhibited for three clear days (exclusive of holidays) at the Council Room, be accepted as read, unless specially requested to be read at the Meeting.

12.—Each speaker shall address himself to the Chair. As a rule, except it be in explanation of the subject under discussion, or final reply, Ratepayers shall address the Meeting but once on each subject. Any departure from this rule to be permitted only at the discretion of the Chairman.

13.—On all questions of order the decision of the Chairman shall be final, unless overruled by three-fourths of the voters present or represented.

14.—No business shall be proceeded with at any Meeting convened under the provisions of Article XV of the Land Regulations 1870 until the Chairman shall have declared that the requisite number of Ratepayers are present or represented and that their votes have been duly registered.

Mr. W. HOWIE seconded.

The CHAIRMAN submitted the motion to the meeting, and it was carried *nem. con.*

Mr. LITTLE next moved—

Resolution IV.—That the Report and Accounts for the twelve months ended 31st December, 1879, be passed.

He said the Report and Accounts had been in the hands of the Ratepayers for some time, and he did not think they called for very many remarks from him. On pages 52 and 53 of the Report was a comparative statement of the actual receipts and expenditure for the last year. The Ratepayers would no doubt have noticed that owing to the excellent provision made by the last Council, they found themselves on the 31st December, 1879, with a surplus of about Tls. 19,000 which was a very satisfactory state of affairs; but at the same time it would be observed that the receipts were increased exactly, or almost exactly about the same, that is, the receipts increased about Tls. 19,000 above the estimate, which was no doubt due to the comparative prosperity of the past year as compared with several previous years. These increased receipts, the result of this prosperity, enable the Council to make certain payments out of revenue that were not contemplated to be made out of revenue. They had finished, out of revenue, the Hongkew Police Station, which was to have been done by debentures; they had completed the improvements to the Bund and made it, as he hoped it would be seen to be during the coming summer, an ornament to Shanghai instead of what it was; and they had made a footpath along the Bubbling Well Road, which they were now extending. On the other hand, there were certain works provided for in the Budget which the Council had postponed; but they had not neglected any necessary work. They found it unnecessary during the year to carry out the bunding of the Hongkew Creek. It was a bunding that would have to be done, but when the estimate was granted it was not necessary that the work should be done at once. But now, however, buildings of considerable weight were likely to be erected at the corner of the Creek, and it was necessary that the bunding should be carried out during the coming year. The amount the Council did not spend on the bunding of the Creek was to be found on page 53 of the Report, and was about Tls. 4,400. On drainage, the Council had spent about

to class of Establishment, from $6 to $260 annually, payable in advance.

For every Music Hall, " " Theatre, " " Circus, } According to class of establishment, from 10 Mexican cents to $5 for every night open, payable in advance.

For every Billiard and Bowling Saloon, for every night open, computed at the rate of $3 per quarter for each Billiard Table or Alley, payable in advance.

For every Dancing Saloon, according to class of establishment, for every night open, from 25 Mexican cents to $5, payable in advance.

For every Pawnshop, according to class.

For every Horse, Pony, Mule or Donkey, let for hire from Livery Stables, $1.

For every Four-Wheeled Carriage, let for hire from Livery Stables, $2.

For every Four-Wheeled Carriage, plying for hire in the Streets of the Settlements, $4.

For every Two-Wheeled Carriage, plying for hire in the Streets of the Settlements, $3.

For every Two-Wheeled Carriage, let for hire from Livery Stables, $1.50.

For every Jin-rik-sha, let for hire, $1.

For every Wheelbarrow, let for hire, 400 *cash*.

For every Native Water Cart, $1.

For every Cargo Boat, carrying capacity under 20 tons— } $1.50 per month, payable in advance.

Over 20 tons and up to 100 tons—$3.

For every Native Boat, according to class—100 to 600 *cash*.

For every Sampan, at one Dollar each for two months, payable in advance.

For every Permit to erect Sun-shade over public thoroughfare—in case of Foreigners, one mace per lineal foot; in the case of Chinese, two Mexican Dollars each house; in both cases payable in advance.

For every Permit to open roads, for constructing, or repairing connections with Municipal Drains—Tls. 3 each, payable in advance.

Telegraph and Telephone Fees—Taels One Hundred (Tls. 100) per line per annum, in advance.

Cemetery Fees, { Vaults, ...Tls. 10.00 / Grave space " 2.25 } in advance.

Local Post Office Subscriptions—Tls. 30 per annum, in advance.

Mr. LITTLE explained that the taxes and license fees mentioned in the resolution were almost exactly the same as those approved by the Ratepayers at the special meeting held in November last. The only alteration was the tax on cargo-boats. On consideration the Finance Committee came to the conclusion that to raise the rate on cargo-boats from $1 to $5 was rather a severe rise at one time, and therefore they decided to reduce the rate on cargo-boats with a carrying capacity of over twenty tons and up to one hundred tons from $5 to $3. At the special meeting in November last the Council went rather fully into the proposed alterations of the general taxation. It was, therefore, hardly necessary for him to repeat what then took place; besides, during the intervening three months the matter had been considerably canvassed and threshed out by the Ratepayers. When they came to the resolution in favour of the Budget it would perhaps be necessary to explain a little more fully how the taxes and rates would make up for the proposed abolition of dues on goods. He thought there could be no doubt that they would make up for the dues, and he trusted the Ratepayers would agree to the resolution he had now the pleasure to submit to them.

Mr. FEARON seconded.

The motion was unanimously carried.

Mr. LITTLE next moved—

Resolution VI.—That the Estimated Expenditure in the Municipal Budget for the year commenced 1st January, 1880, and ending 31st December, 1880, as proposed by the retiring Council for the Foreign community

sufficient to pay for the land necessary for the making of the Seward Road, Hongkew, if the Council could succeed in getting it. The estimate for the Public Garden was reduced to the extent of the increase of the cost of building the greenhouse, as it would not be necessary to build another one during the present year. Of the Municipal Loan it was considered necessary to pay off Tls. 8,700 which was the balance of the loan of 1872. In the Fire Department the Council hoped it would not have the extraordinary expenses of last year. The general charges were about the same as last year. But the expenses of the Secretariat would be less during the coming year, because the abolition of dues on goods had enabled them to dispense with the duties of the clerk whose sole duty was to make up the Wharfage Dues accounts and debit notes. The expense of the Volunteers showed a considerable reduction. They had now paid for nearly all the uniforms, and the action of the Council in this respect had been very successful as regarded the Volunteers generally. The attendance at the drills had considerably improved, the men showed greater interest in the work, and the Volunteers generally might now be considered as in a very satisfactory position. The last item, Land and Buildings, falls from Tls. 8,600 to Tls. 700, which was deemed sufficient for the small repairs that would be carried on during the year. He did not think there was any other point he need explain in proposing the resolution he had already submitted to the Ratepayers, but the Council would be very happy to answer any questions, or give any information Ratepayers might require.

Mr. VOUILLEMONT seconded the motion.

The CHAIRMAN asked if any Ratepayer had any remarks to make before he put the motion to the meeting.

Mr. J. H. HART, who could scarcely be heard at the Reporters' table, asked whether the Council had taken any steps to ascertain, if the resolution now before the meeting were adopted, and Wharfage Dues abolished, whether the Taotai would continue to pay his annual contribution of Tls. 14,000.

Mr. LITTLE, in reply to Mr. Hart, said the Council had not thought it necessary to communicate with the Taotai with reference to his contribution of Tls. 14,000 a year. The Taotai paid his usual contribution to the Council of the neighbouring Concession where there were no Wharfage Dues, and the Council had good reason to believe that he would continue to pay his contribution to this Council. He might say that the Taotai had shown more interest in the Settlement than he had previously done. The action he had taken in deepening the mouth of the Soochow Creek was proof of the increased interest he took in the affairs of the Settlement (applause); and, further, the Taotai had kindly assured the Council, through Mr. Bailey, the Senior Consul, that the Woosung Road was being repaired at his expense, that the bridges as well as the roads were being repaired, and that punishment would be meted out to the parties who damaged the bridges and roads as soon as they were caught (Renewed applause).

Mr. F. B. FORBES would like to ask whether the Council would be willing to make a slight addition to the amount to be paid to the Public Band. Tls. 1,000 was the amount that was put down in the Budget for the Band, and he would ask whether the Council could not make it Tls. 1,500, looking at the public services rendered by the Band; and the fact of having a good Band to accompany the Volunteers was not to be lost sight of in considering the increased efficiency of

That on completion of the entire Assessment, notice shall be given to each Landrenter, or his or her agent in Shanghai, of the value placed on the property in his or her ownership, and at the same time complete schedules of the Assessments shall be deposited for public inspection at the offices of the Municipal Council.

That fourteen days be allowed from the delivery of such notice for any Landrenter or Agent to appeal in writing against the Assessment.

That all appeals be heard by a Court composed of the Committee serving on the Council for the time being, and known as the Finance, Rate, and Appeal Committee, whose decision shall be final.

That in case a Landrenter or Agent does not appeal within the stipulated fourteen days, such Assessment shall thereupon become binding for all purposes of taxation.

That as soon as practicable after the final adjustment of the re-assessment, the schedules shall be printed and circulated among the Ratepayers.

He explained that the last assessment of land was made five years ago, in 1875-76. Since that time a large quantity of what was then waste land had been taken in and built over by Chinese houses and roads made, and its value had been considerably enhanced. The terms of the resolution he had just submitted were the same upon which the Committee of 1875-76 were appointed, leaving out the assessment of buildings which had become unnecessary. It had become the rule to collect the taxes on the actual amount of rental paid, which prevented a good deal of trouble, and it was more satisfactory to all the parties concerned. He thought it must be obvious to everyone who had watched the progress of the Settlement that the time had arrived when a re-assessment of the land was absolutely necessary, and he trusted the Ratepayers would pass his resolution.

Mr. FEARON seconded the motion.

Mr. WAINEWRIGHT thought that 14 days was very short time to allow for the filing of objections—21 days, he considered, would be more reasonable. He pointed out that in the case of an agent who had the management of several properties it would be impossible for him to look through the papers relating to the property for which he was responsible in the short space of 14 days. Twenty-one days or even longer would be far more convenient.

Mr. LITTLE said the Council had no objection to make the time 21 days, or even a month, if it would be more convenient.

Mr. WAINEWRIGHT suggested that a month should be allowed.

The suggestion was adopted and the motion was then unanimously carried.

Mr. LITTLE next explained that a letter from Mr. F. B. Forbes, the Chairman of the Committee appointed to revise the Land Regulations, had been printed and circulated among the Ratepayers present. The Committee, of which Mr. Forbes was the Chairman, had worked very hard; they had devoted themselves most conscientiously to the work of the revision of the Land Regulations, but it had been impossible to get the report and revised regulations and by-laws ready for this meeting. In Mr. Forbes' letter there was a sketch of what the report would be, and the motion which he had now to propose was—

Resolution IX.—That this meeting tenders its thanks to the Committee for the Revision of the Land Regulations, and while approving the letter of the Chairman of that Committee to the Council, requests the Committee to continue their labour, and to hand in their report with the revised Regulations and By-Laws for consideration at a Special Meeting of Ratepayers to be called for that purpose.

Mr. LITTLE went on to say that the Committee took that interest in their work that

view to obtain some expression of public opinion before their final report is submitted.

According to a nominal return of Ratepayers, prepared for the Committee, the Body of Voters is at present constituted as follows:—

Landrenters assessed at Tls. 500 and upwards, and who pay Tls. 10 or more in annual taxes	230
Householders paying on annual assessed rentals of Tls. 500 or over, not included in the above	173
Total constituency	403
Of whom are absentees entitled to vote by proxy	148
Total resident voters	255

The Committee think that it would be better to make the Municipal Body consist of all subjects or citizens of Powers having treaties with China, who either own land assessed at Tls. 1,000 value, or who are householders paying on an annual rental or assessed rental of Tls. 300 or upwards. The combined qualification of taxes on land and houses at present admits only six persons to the Municipal Body and the Committee are of opinion that it should be abolished.

The total value of assessed land on January 1st, 1879 was Tls. 8,715,686, of which land valued at Tls. 4,431,020 was registered in the names of 195 absentees. If the right of voting by proxy at public meetings were limited to all absentees owning land assessed at Tls. 3,500 or upwards, the present privilege would not be extended, and no absentee now qualified would be disfranchised.

According to the same returns on which the preceding statement was based, the Municipal Body would, with the changes indicated, be as follows:—

Landrenters assessed at Tls. 1,000 and upwards	277	
Of whom, there would be absentees not entitled to vote by proxy	33	
		244
Householders paying on annual assessed rentals of Tls. 300 or over, not included in above		264
Total new constituency		508
Of whom, there would be absentees entitled to vote by proxy		148
Total resident voters in new constituency		360

As regards Municipal Councillors, the Committee find that at present 30 resident landrenters, 75 householders not owning land, and 7 ratepayers qualified by taxes on both land and houses, or 112 persons in all, are eligible. The Committee favour the abolition of the combined qualification, and they are also of opinion that any payment of a minimum fixed sum in annual taxes is objectionable as a qualification. They would therefore suggest that all persons be eligible who either own land assessed at Tls. 8,000 or upwards, or who are householders paying on rentals or assessed rentals of Tls. 800 or upwards. With these qualifications 42 landrenters and 115 householders, or 157 persons in all, would be eligible, thus increasing the number eligible in about the same proportion as the Municipal Body at large.

The Committee have endeavoured to define the powers of the Municipal Body more clearly and succinctly than has been done in the present Regulations, though with more detail than the Revision Committee of 1875 thought necessary. Many of the present rules for the acquisition and registration of land appear out of place in a Municipal Code, and the Committee have not embodied such in the proposed Regulations. They think, however, that provision should be made for the compulsory surrender of land for public roads, as experience has shown how important it is for the Municipality to have a reasonable power in this matter. Much time has already been spent in drafting an Article for this purpose, in such a way that due compensation may be secured for individual interests, and there may be no interference with the jurisdiction of the Authorities concerned.

Vells, agent for the Eastern Telegraph Company, states arther extension of that Com- bles is shortly to be made, g Hongkong with Manila. The ria, with the Manila cable on ll leave London in a few days.

Jardine, Matheson and Company, anagers of the Hongkong Fire Company, Limited, announce leventh ordinary annual meeting olders will be held at the Com- ices, No. 7, Queen's Road, Hong- the afternoon of Monday, the

---

is given that Bonds of the Chi- erial Loan of 1877 drawn in London nber last, and the fourth coupon the Loan, will be payable on and 29th inst., at the offices of the g and Shanghai Banking Corpor- here the list of the drawn bonds btained.

---

press was issued yesterday from sh Post Office, stating that no more ndence can be sent to or through ed Kingdom via Southampton, the Service from Suez to that port been discontinued. Any letters, ich may have been, or may here- posted for the Southampton route sent on by the next following mail, due in London about the me as the Southampton mail would rived.

---

eting of subscribers to the Shanghai sociation was held last evening at anghai Club, some fifteen or twenty nen being present. Mr. F. D. Hitch d the chair. Mr. F. Reid read a the contents of which were not ed to be made public, giving an out- the scheme proposed. The meeting a motion resolving to form the hai Ice Association, and Messrs. Fearon, McLeod, and Mackenzie elected as a committee to examine he plan laid before them, and to the results of their investigation to ing to be called subsequently.

---

following information will probably some interest to Freemasons in North- who do not usually see the *L. and C.* s or other Home papers :—"During ear just closed, the income of the three nic Charitable Institutions derived all sources amounted to the sum of 83. For the year 1877 it amounted ver £42,000, but in 1878, in conse- ce of the depression of trade, and ic charity being largely diverted to r channels, it fell to £40,312. Not- standing the continued depression of year 1879, the amount has not only , but has far exceeded that of any her year."

---

he subjoined paragraph is from the *C. Express* of the 2nd January :—"It stated at the meeting of the Manches- Chamber of Commerce, on the 24th

Kahn, C. ..... 2 White, F. G. 1
Keller, F. ..... 1 White, W. 1

Total—218 *Votes.*

Mr. LITTLE, the Chairman of the Municipal Council, moved, and Mr. VOUILLEMONT seconded—

Resolution I.—That Mr. Bailey, the Senior Consul, take the Chair.

Carried unanimously.

Mr. BAILEY took the chair amid loud cheers.

Mr. LITTLE moved, and Mr. ARTINDALE seconded—

Resolution II.—That Mr. J. A. Pond act as Secretary to the meeting.

The motion was adopted.

Mr. LITTLE next moved—

Resolution III.—That the annexed Rules of Procedure be adopted for use at this meeting and remain in force until the next Annual General Meeting.

He said the rules were the same as those that had been in force for several years, and it was therefore hardly necessary for them to be read, copies having been circulated in the room for the use of the Ratepayers.

The Rules, which were not read, were as follows :—

Rules of Procedure to be observed at Public Meetings of Ratepayers convened under the provisions of the Land Regulations 1870.

1.—Every Ratepayer attending a Meeting shall before entering the Meeting room register his name and the number of proxies for absent Land owners held by him and each voter when so registering shall receive a ticket certifying the number of votes to which he is entitled.

2.—When a Public Meeting of Ratepayers shall have been assembled a Chairman of the Meeting shall be elected by the Ratepayers present.

3.—After the Chair has been taken the Meeting shall proceed to the election of a Secretary.

4.—The Chairman shall then read the notice convening the Meeting and the business of the Meeting shall be proceeded with in the order mentioned in the notice.

5.—No proposition or question shall be admitted for consideration at a Meeting unless it arises directly out of any subject actually under discussion, and which has been mentioned in the notice convening the Meeting; or unless a written memorandum of such proposition or question shall have been lodged with the Secretary of the Council three days before the date for which the Meeting has been convened. In the latter case a copy of such memorandum shall be published by the Council in the *North-China Daily News* on the days before and of the Meeting.

6.—Every resolution or amendment must be in writing, and signed by the mover and seconder, before it can be put from the Chair and no subject shall be considered as duly before the Meeting unless it be put from the Chair.

7.—The mode of procedure with regard to amendments shall be as follows :—Any number of amendments to a resolution may be moved and seconded, after which, the Chairman shall put the question for and against, beginning with the amendment last proposed until some one of the amendments be carried or all be rejected. The rejection of any amendment shall not import the passing of any preceding one but each amendment shall then in its turn be put to the Meeting. In the event of all the amendments being rejected the original resolution shall then be put.

8.—Upon a division being called for, the Secretary shall read the list of Ratepayers registered at the Meeting and each voter present shall as his name is read declare whether he votes in the affirmative or negative and the number of votes which he casts. When the number of votes on each side are equal the Chairman shall have a second or casting vote. The result of the division shall be declared by the Chairman whose decision shall be final unless a scrutiny shall be at once called for.

9.—If a scrutiny be called for the Chairman shall appoint as scrutineers two Ratepayers who shall have voted on opposite sides of the question. Such scrutineers shall proceed with

Tls. 2,000 less than the estimate, but they had only done works that were absolutely necessary. As regards landing stages, they found it only necessary to provide one pontoon instead of two, and therefore they had saved Tls. 4,000 on that account. On roads, they had spent a little more than Tls. 2,300 over the estimate, chiefly by improvements to the Bund. The Public Garden had also taken more than was provided for on the estimate, which was due to the greenhouse that had been erected during the year, and which had already afforded a great deal of pleasure to the residents as well as being necessary for the preservation of the plants. The only other large item of increased expenditure was in the Fire Department, where they had exceeded their estimate by something like Tls. 2,300, which was chiefly due to the great destruction of hose at the great fire in the French Concession in August last. The Ratepayers would see therefore that the increase and decrease in their expenditure as regarded the estimates almost balanced, so that the Tls. 19,000 received over the estimate became a surplus, and the Council had been able to work on it during the year. While on the subject of the Report, he might mention that it had been usual of late years to hand to the Ratepayers at their annual meeting a Report on the Recreation Fund for the year. Certain circumstances had occurred this year in getting in the accounts in connection with the change of Secretary which had prevented the accounts being presented to-day, but they would be circulated amongst the Ratepayers instead at an early date. With these remarks, and stating, as usual, that the Council would be happy to answer any question within their power that any of the Ratepayer might wish to ask in reference to the Report and Accounts, he begged to move the motion he had already read, namely, that the Report and Accounts for the twelve months ended 31st December, 1879, be passed.

Mr. ARTINDALE had much pleasure in seconding the motion.

The CHAIRMAN first invited remarks on the resolution, and no Ratepayer rising to speak, he put it to the vote and it was carried unanimously.

Mr. LITTLE said the next resolution he had to propose was a rather long one. It was as follows :—

Resolution V.—That this Meeting, in pursuance and execution of the powers vested in it by the Shanghai Land Regulations of 1870, imposes and authorizes the Council for the Foreign Community of Shanghai, North of the Yang-king-pang, to levy, collect and recover upon and from all persons liable to pay the same, the following taxes, rates, and fees for the current year :—

Land Tax at the rate of 4/10ths of 1 per cent. on the assessed value (as assessed in 1875-1876,) from the renters of land registered at the various Consulates at Shanghai—half-yearly in advance, on and after the 1st day of January and July respectively.

General Municipal Rate of 8 per cent. on the actual, or assessed rentals of houses inhabited by Foreigners, from the occupants, quarterly in advance, on and after the 1st day of January, April, July, and October respectively.

All such taxes, and rates, being payable at the time specified, and to be paid within fourteen days of presentation of tax note.

Native Rates and Dues.

Land Tax at rate of 4/10ths of one per cent. on the assessed value of land, from Chinese owners or renters of land, half-yearly in advance, on and after the 1st day of January and July respectively.

General Municipal Rate of 10 per cent. on actual, or assessed rentals of houses inhabited by Natives, from Chinese residents, monthly or quarterly as may appear advisable, on and after the 1st January.

License Fees.

For every House of Public Entertainment, Hotel and Tavern, Shop or Store for sale of Wines, Spirits, Beer, Intoxicating Drugs, Butcher's Meat, Poultry or Game,—according

of Shanghai, together with the recommendations attached thereto, be approved and adopted.

He said the particulars with regard to this motion would be found at the end of the Report which had been in the hands of the Ratepayers for several days, and a summary, in a most compendious form, of the proposed expenditure was to be found on pages 22 and 23. He had heard it remarked lately that the Council, or the retiring Council, had taken too optimist a view of the finances of the Settlement, and that it was doubtful whether the income they had proposed would be sufficient. However, the members of the Council had gone very carefully through the Budget, as well as the most prominent officials of the Council who were most interested in the work of the Council going on satisfactorily, and they were of the opinion that the estimate was quite sufficient for the work of the year, and that the Council might fairly look forward to a surplus at the end of the year—a surplus probably not of Tls. 19,000, but a good working surplus of Tls. 5,000 or 6,000. The reasons for this he would briefly summarise. The land tax was calculated on the assessed value of the land which did not change during the year. The general Municipal rate, foreign, was calculated on the rates actually paid last year; and they had not taken credit for the increase on unoccupied houses, which the non-collection of dues on goods would certainly—he would not say probably—bring about. The Council had made no calculation for that, which was decidedly favourable to the Budget. The Council had also based the general Municipal rate on Chinese houses at the same rate as last year, and Chinese houses were increasing daily. It was a constantly increasing tax, and the Council might look forward to the collection of at least Tls. 3,000 more than their estimate on this head alone. There was no reason to suppose that the license fees would fall off at all. As the Ratepayers were aware the jinrikisha tax was increased some time ago, and as was usual when taxes of this kind were increased there was an attempted strike by the coolies, but it passed off very quietly, and there had been the same competition for licenses at $1 as there was when the rate was 50 cents. There was no doubt that the Chinese fellow-residents were well able to pay the taxes the Council extracted from them. The other items of receipts were much the same as last year. Turning to the expenditure on page 23 of the Report it would be seen that the Council had not cut down unnecessarily any item of expenditure. They had given the full estimate to the Police. The expenditure last year for pay to the police was Tls. 36,000 odd, and Tls. 8,000 odd for medical aid, rent and incidental expenses, and they had estimated the expenditure this year at Tls. 47,000 odd. It was not likely, however, that the expenditure this year would be more than what it was last year, but it was necessary to keep a balance in hand to meet emergencies. It had been necessary to employ extra police on the Bubbling Well Road in consequence of the increase of the carriage traffic. Things like that might occur again, and it was advisable to be prepared for them. They had also made a full estimate for the relief of the poor, for sanitary measures, and for lighting. They had done the same as regards the Surveyor's Office. They had reduced the cost of the telegraph lines because the Works' Committee came to the conclusion that the sum of Tls. 1,500 a year was more than should be paid for keeping them in order, and they decided to allow Tls. 700 for the purpose. For Public Works the Council had allowed Tls. 50,000 against an expenditure of nearly Tls. 40,000 last year, so that there had been no cheese-paring in that item. On outside roads they had allowed Tls. 6,200 against something like Tls. 5,000, and that would be

that body. The concerts given in the Public Garden three times a week during the summer months had shown what the Band could do for the enjoyment of the community at large during the hot weather, and he would suggest that the Council should allow the Band the amount he had mentioned, the Council having been in the habit for some years past of subscribing a certain amount towards the Garden concerts. He pointed out that the Band during the last year had not paid its expenses, and if the income were not increased during the present year, if the community did not came forward in some way and contribute towards the expense, the members of the Band would have to be sent back to Manila at the end of their engagements, which terminated next September. He thought such a result would be generally regretted by the community, but there would be no alternative unless the income was increased in some way. The Band was organised and kept up on the most economical basis, and no attempt was made at profit in arranging the charges for the services of the Band, but notwithstanding everything that was done the current expenses of the first year were about Tls. 1,000 more than the income. He therefore hoped that the Council would see their way to make the Band a grant of Tls. 1,500 instead of Tls. 1,000.

Mr. LITTLE said with the approval of the Ratepayers the Council had no objection to adopt Mr. Forbes' suggestion, on the understanding that the Tls. 1,500 covered the ordinary contribution to the Garden concerts.

The CHAIRMAN explained that if there was no objection to Mr. Forbes' suggestion, it would be adopted by the Council.

No objection was offered.

The resolution, with this amendment, was then put to the vote and carried unanimously.

Mr. LITTLE said the next resolution he had to propose was as follows :—

Resolution VII.—That this Meeting, under Article IX of the Land Regulations of 1870, authorizes the Council for the time being to raise (if necessary) a sum not exceeding Tls. 10,000 S.S. by Debentures redeemable in not less than five, and not more than twenty years from date of issue, and bearing interest at the rate of not over 8 % per annum, for the purpose of widening the Streets of the Settlement.

He presumed the Ratepayers were doubtless aware that this was merely a precautionary resolution, which had been brought forward at their meetings for some years now. It had been unnecessary to act on it as yet, because the income of the Council had always been found to be sufficient to pay for any land it had been deemed necessary to buy. But the Council deemed it advisable to bring it forward to enable them to buy land that might be required should an opportunity be presented to do so.

Mr. ARTINDALE seconded.

Mr. KINGSMILL begged to suggest a slight addition to the motion, that after the words "for the purpose of widening the streets of the Settlements," be added, "and for making new streets if required."

Mr. LITTLE announced that the Council had no objection to make the addition proposed by Mr. Kingsmill.

The CHAIRMAN—If there is no objection the addition will be made part of the resolution.

No objection was raised, and the motion was unanimously adopted.

Mr. LITTLE said the next resolution he had to bring forward referred to a proposed re-assessment of land. It was as follows—

Resolution VIII.—That a Re-assessment of all land within the boundaries of the Municipality being now desirable, the Council be directed to have an Assessment made by a Committee consisting of not less than three Ratepayers, such Assessment to come into force on 1st January, 1881.

That in making such Assessment, land forming public roads shall not be included.

good workmen were always reported to do, and they were anxious to be allowed to continue at their work until they had finished their labours. The members of the Committee deserved the best thanks of the Ratepayers for what they had already done. Their labours up to the present showed that their work would be of great value even although it might not be accepted in its entirety by the Ratepayers. He had no doubt they would agree with him in thanking them, and in asking them to continue their labours until they were ready to present their report, which would be considered at the special meeting of Ratepayers called for the purpose.

Mr. ARTINDALE seconded.

Mr. BUCHANAN remarked that if he was not out of order he should like to direct the attention of the Committee to the qualification of Municipal Councillors. The Committee at the bottom of page two of Mr. Forbes' letter, favoured "the abolition of the combined qualification, and they are also of opinion that any payment of a minimum fixed sum in annual taxes is objectionable as a qualification. They would, therefore, suggest that all persons be eligible who either own land assessed at Tls. 8,000 or upwards, or who are householders paying on rentals or assessed rentals of Tls. 800 or upwards." If seemed to him that Tls. 800 was a little too high to fix the qualification at, and he thought that the persons qualified to be members of the Municipal body should be limited only to the number of Ratepayers who were voters.

The CHAIRMAN said the Report was not up for adoption.

Mr. BUCHANAN thought it might assist the Committee if the present meeting expressed an opinion on the matter he had mentioned.

The CHAIRMAN said that would require a special resolution.

Mr. FORBES, the Chairman of the Revising Committee, explained that the Committee had gone very carefully indeed into the statistics of qualifying persons at different rates of landowners and house tax payers, and they had come to the conclusion, after very careful consideration, that Tls. 8,000 for land-owners and Tls. 800 for householders were the best figures to adopt. He should be glad to show Mr. Buchanan the figures of the Committee at any time.

Mr. BUCHANAN expressed himself satisfied with Mr. Forbes' explanation.

THE CHAIRMAN then put the motion to the meeting, and it was carried unanimously.

The following was the letter referred to by Mr. Little :—

Report of the Committee appointed to revise the Land Regulations.

Shanghai, 12th February, 1880.

R. W. LITTLE, Esq.,
Chairman, Municipal Council.

SIR,—Under the resolution passed by the Ratepayers at the special meeting of 12th November, 1879, Messrs. Hannen, Hart, How, Hubbe, Kingsmill, Morrison, Myburgh, Wainewright, Wetmore, and myself were appointed by the Council as a Committee to revise the Land Regulations. Work was begun on 29th November, and the Committee have since then held weekly meetings at the Council Chamber, at which the proposed new regulations drafted in the intervals have been fully discussed. Mr. R. F. Thorburn has kindly acted as Secretary.

The Committee are able to report that they have just completed the draft of a new code, which they believe will embody all necessary fundamental provisions, leaving details to be expressed in the By-laws. But as there are several important points not yet fully determined, and as the draft itself requires further critical revision, the Committee are not yet prepared to lay it before the Ratepayers, nor would there appear to be any advantage in doing so, until the proposed By-laws have also been framed.

It seems, however, desirable to state at once the changes which the Committee are disposed to recommend in the qualifications of Voters and of Municipal Councillors, with a

tions, the Committee have sought rather to formulate the existing Municipal system than to propose any important changes. They will, with the approval of the Ratepayers, be glad to continue their work, and they trust that their report when submitted, may be considered at a public meeting called for the special purpose.

I have the honour to be,
Your obedient servant,
F. B. FORBES,
Chairman of the Committee.

Mr. LITTLE said there now only remained one more resolution for him to lay before them, namely to elect four Ratepayers to serve on the Board of Trustees of the Shanghai General Hospital. Only four names had been sent in of gentlemen willing to serve, and therefore it was hardly necessary for a vote to be taken, but as a matter of form he would move—

Resolution X.—That Messrs. J. H. Hart, E. H. Lavers, F. W. Lemarchand and W. S. Wetmore, be chosen to serve on the Board of Trustees of the General Hospital for the ensuing year.

Mr. HOWIE seconded.

The motion was carried *nem. con.*

Mr. LITTLE announced that the official resolutions brought forward by the Municipal Council had now been disposed of. The Ratepayers' resolutions had now to be considered.

Mr. MCLEOD said he had a resolution to propose, and it was as follows :—

Resolution XI.—That in the event of the proposed Shanghai Water Works Company being formed, and subject to provision being made to secure to the Municipality the right to purchase the Company's Works, or to lease the water supply, the Council be and is hereby authorised to grant to the Company permission to open the roads within the limits of the Settlements for the purpose of laying mains and pipes, and to give such other facilities as may be found necessary for the construction of the Company's works.

He said in bringing this subject before the Ratepayers, he thought he need hardly refer them to what had already taken place on the subject of Water-works for Shanghai. He thought most of the Ratepayers present were aware of the proceedings that had taken place on two former occasions. It seemed to him to be a generally admitted fact that an abundant and constant supply of pure water would be a very desirable thing for the community. If that were the case, and they had a great many good reasons to believe it was so—they had the opinion of the medical men in the place that it was very important to have pure water, and from a sanitary point of view there could be no doubt on the subject. As regarded the public requirements, it was equally certain it would be a good thing to have an abundant and constant supply of pure water always available. If this was admitted the only point to be decided was whether such works should be undertaken by the Municipality or by a public company. On this point he would refer the Ratepayers to the report of the meeting held in May, 1875. The subject was then discussed at great length. There were reasons advanced why the scheme should be undertaken by the Municipal Council, and there were also reasons given why it should be undertaken by a public company. The Ratepayers decided that the Municipal Council should initiate matters by obtaining from Home tenders from respectable persons who had been in the habit of erecting Water Works in large towns. The Council were to send Home all particulars of the Settlement, and when tenders were received from firms capable of carrying out the work the details of the scheme were to be submitted to another meeting of Ratepayers. This was what was done at the meeting in 1875. The Council undertook to do what he had described, and they took a good deal of trouble to send Home the fullest particulars and

obtain the best opinions possible for the establishment of Water-works at Shanghai. In the year 1878 the scheme was fully matured, and was laid before a meeting of the Ratepayers in March of that year. The Council then brought their scheme forward, and it was decided, without a dissentient voice, that the Council should not undertake the work. From that time up to the present certain gentlemen in Shanghai had been working at the scheme, and they now asked the permission of the Municipal Council to carry it out on the strength of the resolution passed at the meeting in 1878, that the Council's scheme be not carried out. They now came before the Ratepayers with a scheme they were prepared to carry out if the Ratepayers would grant permission for the Company to lay down there mains. He had heard it remarked that the Ratepayers had not heard what the scheme was. That was perfectly true. It was not in their province to lay the particulars of their scheme before the Ratepayers until they knew the Council would be inclined to favour the proposal and help in its execution. The promoters of the scheme would have a great deal of trouble and expense in preparing plans and laying the details of the scheme before the Ratepayers, and then, if the Ratepayers did not wish to carry out the scheme all that expense and trouble would be thrown away. All they now asked for was for the Ratepayers to authorise the Council to look into the scheme at whatever time they liked, and if they thoroughly approved of it, and found themselves duly protected and their rights secured, they should grant them the permission they asked for to lay down mains and facilitate them in the work. There were one or two reasons why the Ratepayers would gain by giving the Council this authority. To begin with, if the Ratepayers decided for the Council to undertake a scheme of the kind, there would be a great deal more delay than if it were undertaken by the Company, who had their scheme thoroughly prepared. The plans were prepared and everything was ready to commence operations as soon as they got the necessary permission from the Council to lay the mains in the streets. He did not think the Council could possibly bring forward a scheme now; at all events, if they did, it would be reversing just what they did two years ago. The promoters of the present scheme did not ask the Ratepayers to sanction it; they only asked them to authorise the Council to consider and look into it, and if they approved of it to grant the permission asked for. The promoters merely wished that the Council should be asked to obtain information from them, and if they approved of the scheme to give them the necessary permission, and it seemed reasonable that the Ratepayers should authorise the Council to do this. He did not think the Council would act unfairly. In reply to a letter they wrote to the Council, the Council in their answer said they were decidedly in favour of any well-matured scheme for the construction of a complete system of Water-works for Shanghai. But the Council was of the opinion that the initiative should be taken by the proposed Company, and that they should lay the matter before the Ratepayers and ask their consent and approval. It was on the strength of this letter that he now laid the matter before the Ratepayers. He did not know whether the gentleman who signed himself "W. W.," in the daily print, was present among them; he did not know who he was, but he had conceived a most erroneous impression of the works the company proposed to erect. To speak of a few hydrants here and there was pure

intended to ask for a monopoly; at any rate he supposed they would not leave the matter open for another company to step in and lay down pipes when they were doing a good business, but Mr. McLeod had said they did not want a monopoly.

Mr. McLEOD said that certainly the company did not ask for a monopoly.

Mr. MORRISON thought the promoters of the scheme had left it open to others to suggest difficulties in not laying the details of their scheme fully before the Ratepayers. They asked the Ratepayers to authorise the Council to grant them facilities to carry on their scheme when they had absolutely no information before them on the subject, which was rather a strong proposal, he thought, on the part of the new Company. For his part, he was strongly in favour of the Municipality undertaking any work of this sort themselves. His reason for this was principally, that the payment for water was best made by a rate, meaning thereby a payment to be made by everybody, calculated on his rental. Of course there would be a difference according to the nature of a building. It could not be expected that a godown should pay for water at the same rate as a dwelling-house. What he meant was, a rate to be paid irrespective of the parties taking the water or not. He did not know whether the proposed Company intended to ask for such a power. He presumed they did not so intend at present.

Mr. WAINEWRIGHT—They do not.

Mr. MORRISON said if they did not intend to do so, they must intend to sell the water to the people and to charge them in accordance with the quantity they used, or perhaps they would undertake to supply houses of a certain class at certain rates. At all events, they intended to sell the water. Then what power had the Ratepayers to make them supply the kind of water they wanted? The water would be supplied by very good people, and no doubt they intended to act fairly, but they were not only good people, but they were pretty strong people, and it might be a little difficult to insist on the Company supplying their water to the extent the Ratepayers wanted it, and it would never do to allow pipes to be laid down in the public streets by any Company, unless they were bound to supply water to every person who asked for it, and in sufficient quantities at a moderate rate. Further, nothing had been said about the charges they intended to make, which he thought should be done before the Council went so far as the resolution suggested. The only proviso in the motion was that the facilities asked for should be granted subject to the right of the Council to purchase the Company's works or lease the water supply. No doubt the Council would be in a better position if they knew all the details of the scheme, and he thought it was advisable they should have a few more of the conditions before they acted in the matter. Certainly, he thought the Company ought to fix some rate to charge for the water. They did not know at present whether the rate would be fixed or limited in any way, nor did they know on what terms the Council could purchase the works if they felt disposed so to do. They did not know whether the terms of the purchase would depend on the cost of the works, or whether it was to be on the capital account. He did not mean to insinuate that the Company would not act fairly, but there was a tendency to charge everything to capital account to make the dividend as large as possible. He deemed it advisable that there should be some check in this particular, as the inducement to place

supply, and if the motion were carried it would apparently give the existing Company power to open the roads of the Settlement to lay mains.

Mr. McLEOD denied that there was a legally constituted company in Shanghai bearing the name of the Shanghai Water-works Company.

Mr. LITTLE replied that he thought the Shanghai Water-works Company was just as legally constituted as The North-China Insurance Company, or the China Coast Steam Navigation Company.

Mr. WAINEWRIGHT said with reference to the observations of Mr. Little he thought it was quite clear to any one reading the resolution that the Company mentioned was not the existing "Shanghai Water-works Company," because it read "proposed Shanghai Water-works Company." He did not know what other name they could give to a Company that proposed to supply the Settlement of Shanghai with water. They could give it a fancy name, which would not, however, be so appropriate as the one proposed. With reference to the observations that had been made, he would again draw attention to the fact that what the Ratepayers were asked to do was to authorise the Council to give the Company a footing without which no Water-works could be constructed. He characterized the remarks made by the mover and seconder of the amendment as intended to relegate the proposed scheme to some undefined limbo, where it would not be heard of again for months. The Ratepayers had already been considering the matter for years, and now a scheme which had been in preparation for eighteen months was brought forward, and the Ratepayers were asked to allow the Municipal Council to have power to consider at, and if they approved of it to grant the Company permission to carry it out. If it were left to the Council to propound a new scheme, he was sure it would be twelve or eighteen months before they heard of it again. Certainly if pure water was the great advantage it was said to be, he should say the sooner they got it the better. The question of time seemed to him a very important one. It had never been the object of the promoters of the present scheme to force the thing on the public. They had simply been guided by previous experience and previous decisions of the Ratepayers. Another fact in connection with the Council carrying out the scheme, was that they would have to raise debentures; with regard to the scheme now brought forward, he thought the names given were a sufficient guarantee that money would not be wanting to carry it through. They were prepared to run the risk of making the experiment instead of the Ratepayers. In the past, he thought the Ratepayers had not seen their way to incur the liability with a fair prospect of the scheme eventually paying. A doubt had been thrown out as to whether the promoters of the scheme would be able to supply every one in the Settlement with water if necessary. It seemed to him that the commercial instincts of the Company might be left to answer that doubt. It was not reasonable to suppose that the Company would not supply water when it was asked for, and they knew that they would be paid for it. Mr. Kingsmill had spoken of the scheme as crude, or ill-considered, and had given certain figures. He did not know on what those figures were based, and could not judge of their soundness, but he might mention that the estimates made were preliminary estimates, and the Company would enlarge its operations as the requirements for water increased. The demand for it at first would no doubt be limited. The Chinese, for instance, would only

The amendment was carried.

The original motion was then altered as it appears above, namely, that a special meeting of Ratepayers should be called to consider the report of the Council within four months from date.

The amendment and original motion were then put to the vote, and the former was declared to be carried. It was then put as a substantive motion, and unanimously adopted.

Mr. LITTLE said this concluded the business of the meeting, and he begged to propose a vote of thanks to Mr. Bailey for his very able and courteous conduct in the chair.

The motion was carried by acclamation.

The Ratepayers then commenced to leave the room, but Mr. J. G. PURDON proposed a vote of thanks to the Council, and Mr. C. THORNE proposed a similar compliment to the Garden Committee.

H.M.'s SUPREME COURT.

Shanghai, 16th Feb.

Before G. FRENCH, Esq., *Chief Justice.*

WALTER PARDON *v.* ADOLPHUS FERGUSON.

The plaintiff in this case appeared as the executor of the late Mr. F. C. Clark, to prosecute a claim for Tls. 100, the amount of a compradore order given to the deceased by the defendant, dated 2nd April, 1876.

Plaintiff said that the compradore order (produced) was found in the desk-box of the deceased after his death. It was given for services rendered to the defendant for keeping his accounts.

Defendant said that he did not consider that he owed the money claimed, because the deceased left his employ before the books were completed, and he had thought he was entitled to stop the payment of this order until they were finished.

His LORDSHIP gave judgment for the plaintiff.

AUCTION SALES.

PUBLIC AUCTION

OF

PROPERTIES situated in SHANGHAI and HANKOW.

THE undersigned has received instructions to sell by Public Auction, at his Offices, STONE HOUSE BUILDINGS, BUND, ON

WEDNESDAY, the 3rd March, 1880,

AT 3 O'CLOCK P.M.,

THE FOLLOWING

VALUABLE PROPERTIES

(Unless previously disposed of by Private Contract.)

LOT NO. 1.—That desirable Property situated in the British Settlement, SHANGHAI, at the South-east Corner of Kiukiang and Kiangse Roads, facing the Cathedral Compound, and registered in H.B.M.'s Consulate as Lot 258, Sub-Register No. 3. The Lot contains, by Title Deed, 5 mow, 0 fun, 3 fi 9 haou, and will be sold with all the Houses, Godowns, and Tenements thereon erected.

Also,

By Order of the Mortgagee,

LOT NO. 2.—That desirable Property, situated on the Bund in the British Concession, HANKOW, and registered in H.B.M.'s Consulate there as Lot No 15. This Lot measures, by Title Deed, 2:0

AUCTION SALES.

AUCTION.

MACKENZIE & CO.

HAVE received instructions to sell, at their Salesroom, CANTON ROAD, on

SATURDAY, the 28th Feb.,

At 2 o'clock P.M.,

THE PILOT SCHOONER

"DANIEL WEBSTER,"

Of 80 Tons Meast., built at Boston, U.S.A. in 1853; well found in Sails, Anchors, Chains, and other Gear.

Conditions of Sale.

1.—The said Vessel to be at the Purchaser's risk on fall of the hammer.

2.—Half the amount of Purchase-money to be paid immediately after the Sale. The remainder to be paid on or before the 5th March, or the deposit will be forfeited.

3.—All Debts contracted on account of said Schooner will be paid by the Auctioneers from the proceeds of the sale.

MACKENZIE & Co.,
Auctioneers.

28fe 3922 Shanghai, 16th Feb., 1880.

PUBLIC AUCTION.

PUBLIC AUCTION *of* LAND *and* DWELLING HOUSES *situated to the South of the* BUBBLING WELL ROAD, *immediately beyond the "Two Miles from Bund" Stone, belonging to the* ESTATE *of the late* WILLIAM MILLER.

The Land consists of two adjoining lots, registered as Title Deeds No. 1,154 and 1,155 at the British Consulate; they measure jointly about 340 feet from North to South, and about 230 feet from East to West, and their total area is 1 m. 8 f. 11. 5h. or thereabouts.

On each lot there stands—recently erected—a five roomed double-storied foreign Dwelling House, having ample Bath-Room accommodation, and Verandahs back and front, Pertaining to each also there are commodious Servants' Offices and Stabling.

One of the Dwelling Houses is at present leased on a rental of Tls. 45 per mensem.

The ground is well raised, drained, and stocked with trees, and the houses are insured as first-class risks. Immediate possession, subject to running leases will be given.

THE undersigned have received instructions from the Executors to the above Estate to sell the above-mentioned valuable and very desirable Property by *Public Auction, without reserve,* within their Offices, at 2 o'clock P.M., on FRIDAY, the 12th day of March next, 1880.

For further particulars and for permission to view the Premises, apply to E. H. LAVERS, Esq., Executor, or to

P. MACLEAN & Co.,
Auctioneers.

12mr 3731 Shanghai, 14th Jan, 1880.

FOR SALE.

NOW OPENING.

FRESH GARDEN SEEDS.

FRESH FLOWER SEEDS.

N.B.—The excellent quality of the Seeds imported by us is now too well known to need further recommendation.

HALL & HOLTZ.

n 3-a-w tf 3826 Shanghai, 28th Jan., 1880.

FOR SALE.

GIBB & BRUCE'S PORT—Red Seal,

In 2-dozen Cases, at Tls. 8 per dozen.

And

VERY FINE OLD SCOTCH

WHISKEY,

Price—Twelve Dollars per dozen.

Z IVESON & Co.

28fe-80 460 Shanghai, 4th Dec., 1879.

FOR SALE.

Received Ex "Tokio Maru,"

CALIFORNIA HAMS, CALIFORNIA BACON, CALIFORNIA CHEESE, PARAGON MACKEREL in 5lb. Tins; ENGLISH and AMERICAN HARNESS.

Also, Every description of SPORTING GEAR, at reasonable Prices.

Y. CHING-CHONG,
CORNER OF HONGKEW BRIDGE.

29ap 3194 Shanghai, 3rd Feb., 1880.

EMPIRE STEAM BREWERY.

SEASON 1879 AND 1880.

WE beg to inform our Friends and the Public that the BEER of this Season's Brewing is now in Excellent Condition.

Prices, as under:—

Hhds. equal to 27 doz. quarts			$27.00
Bbl.	,, 18	,, ,,	$20.00
Kilderkins	,, 9	,, ,,	$10.00
Firkins	,, 4½	,, ,,	$ 5.00

HENRY EVANS & Co.,
Brewers and Aerated Water Manufacturers.

31mr 3737 Shanghai, 15th Jan., 1880.
n 2-a-w

THIS HAIR WASH has been prepared by us for the last 15 years. Its sale is steadily increasing in India, the Straits and Japan. It possesses all the qualities of a Hair Oil or Pomade without their stickiness. It induces a healthy action of the scalp and nourishes the Hair. Dandruff never appears whilst it is in use. It contains none but the best ingredients, and the greatest care is taken in the compounding. When the Hair falls off after fever or any other sickness, this Wash will surely prove of the greatest value

FOR SALE.

CUTLER, PALMER & CO.'S CELEBRATED

WINES and SPIRITS.

Apply to

JARDINE, MATHESON & Co.,
Agents for China and Japan.

n o-a-w Shanghai, 18th Jan., 1877.
31mr-80 807

LANE, CRAWFORD & CO.

SEASON, 1880.

FRESH VEGETABLE, FLOWER AND GRASS SEEDS,

FROM

SUTTON & Co., READING.

BULBS AND FLOWER ROOTS.

Price Lists on application.

LANE, CRAWFORD & CO.

n 3-t-a-w 1437
30ju '80 c.a. Shanghai, 27th Jan., 1880

COMMERCIAL.

Exchange and Bullion.

ON LONDON—Bank Rate— ? T
Tel: Transfers ...5s. 1⅛d. *a* 5s. 1¼d.
Sight .....5s. 2d.
Bank Drafts, 4 months' sight...5s. 2⅛d.
Credits, 6 m/s.....5s. 3⅛d.
Do. 4 m/s.....5s. 2⅛d. *a* 5s. 2⅛d.
Bills with Doct., 6 m/s .....5s. 3⅛d.
Bills with Doct., 4 m/s .....5s. 2⅞d. *a* 5s. 3d.
ON PARIS—Bank, sight, Fcs.... 6.48 p. T
Doct., 4 months' sight, Fcs. ..... 6.62 *a* 6.63 ,,
Doct., 6 m/s., Fcs ... 6.65 *a* 6.66 ,,
ON CALCUTTA—Bk. Bills, ₹306 *a* 307 p. T
ON BOMBAY—Bk. Bills, ₹306 *a* 307
ON HONGKONG—
Bank, demand.....26½ p. ct. disc
Private, 10 d/s.....27¼ ,, ,,

MEXICAN DOLLARS—73.60.
GOLD BARS—98 touch, Tls. 187.00.
BAR SILVER—111.15.
COPPER CASH—1,480 per Tael.
16th Feb.

Shanghai Share Market.

Stock.	Paid up.	Divid. Last Year.	Closing Quotations.
Banks.			
H'kong and Shai Banking Corpn.	$ 125	£2 per share.	½ 63½ % prm. Ex ? (— Tls. 149

nonsense, for their scheme was one that would supply every house in the Settlement. The works the Company proposed to erect were of no mean dimensions, and the supply, at the outset, would be about one million-and-a-quarter gallons per day. The mains, however, would be of greater capacity than this, and they had made provision for increasing the filtering power of the engines; therefore the impression formed by Mr. "W. W.," whoever he was, was entirely erroneous. There was one other point he should like to mention. The correspondence that had passed between the Council and the promoters of the scheme had been published for the information of the Ratepayers. They were perfectly willing that the Council should have the right to lease the water supply if experience proved it would be worth their while to do so. They proposed to have a clause in the Deed of Settlement giving them that power, and also one to the effect that the Council, after a period of years, should have the privilege to buy the entire works if they felt disposed to do so.

Mr. HEARN seconded the motion.

Mr. WHITE said he had an amendment to propose, but he hoped in proposing it he should not be credited or rather debited with having any hostile feelings towards this or any other scheme of Water-works. So far from that he was strongly of opinion that such works were urgently needed here, and he trusted the time was not far distant when the Ratepayers might be in the enjoyment of a plentiful supply of clean water in all their homes and bath rooms. He thought, however, that in a matter so important to all the inhabitants of the Settlement, nothing should be done hastily, and that it was desirable that any proposal should be very carefully considered before it received the sanction of the Ratepayers, and therefore as an amendment to the motion that had been proposed, he begged to move—

That the scheme of the proposed Water-works Company be referred to the Council for examination. That the Council be instructed also to examine any other scheme that may be proposed to them, and to consider the propriety of executing the proposed works by the Municipality directly, and to report to a special meeting of Ratepayers to be called for that purpose within four months from date.

Mr. G. J. MORRISON, after carefully reading the amendment, begged to second it, and wished to make a few remarks of his own. Mr. McLeod, he said, had referred to the proceedings of a meeting held a few years ago, at which he had said it was decided that the Council should not undertake the construction of Water-works. He presumed that Mr. McLeod had a copy of the resolution that was passed on that occasion. So far as his own recollection of it went, it was to the effect that the Council should not accept the tender of Messrs. Laidlaw and Sons. That was his impression of the motion that was then passed, but he had not a copy to refer to.

Mr. MCLEOD read the resolution brought forward by the Council on the occasion in question, which was to the effect that the tender of Messrs. Laidlaw and Son be accepted, but an amendment was passed that the word "not" should be inserted, so that the resolution passed read that the tender of Messrs. Laidlaw and Sons be not accepted.

Mr. LITTLE said that, as the mover of the amendment referred to, it was the intention at the time not to accept Messrs. Laidlaw's tender, but not to prejudice the whole question.

Mr. MORRISON said that was also his impression with regard to the resolution passed on the former occasion. He thought it was the duty of the Ratepayers to check a monopoly if they could. He inferred that the movers of this scheme strong for anybody (laughter). He did not wish to detain the meeting, but he protested most strongly against persons coming and asking the body of Ratepayers to whom they had given no details, to go as far as the resolution proposed. While he said this, however, he was so convinced that Water-works must be made in the Settlements, that he was willing to withdraw almost everything he had said against the Company, if he saw the Municipal Council were determined to put forward a scheme of their own. The time had come when the Municipal Council ought to suggest a scheme of their own. The Settlement must have Water-works, and they ought to be provided by the Municipal Council. Under the circumstances, he thought Mr. White's amendment met to case. He regretted that he had not had a little conversation with Mr. White before the meeting took place, but his amendment conveyed his own idea and carried out what he wished should be done. He should be glad if the meeting would pass a resolution instructing the Municipal Council to put before a special meeting of the Ratepayers, at an early date, a scheme of their own for supplying the Settlement with water. It did not seem at all impossible to him for the Council to come to terms with the gentlemen who had brought forward this scheme. Although the suggestion was that the Council should take over the scheme in a few years, possibly an arrangement could be made under which the scheme could be taken over by the Municipal Council in a few weeks, if every detail had been worked out as represented. He did not know the parties who were responsible for the scheme, but he presumed some professional gentleman at home, perhaps Mr. Hawksley or Mr. Bateman had been engaged upon it, and it might be in such a condition that the Municipal Council might take it over. Certainly in his opinion, Water-works should be constructed by the Municipality in preference to a public company, and before the powers asked for in the resolution were granted, he thought further particulars of the details of the scheme should be laid before the Ratepayers. But the Municipal Council were the proper people to carry out the scheme. He was satisfied they could construct the works more cheaply, and manage them more cheaply than a company, and that the control of the Ratepayers over works of their own would be much more satisfactory than over works belonging to a public company.

Mr. KINGSMILL expressed surprise that further details of the scheme had not been given. Still a few details had leaked out. The small amount of information had been given to them that the proposed works would only be capable of supplying one million and a quarter gallons of water per day. He was quite sure that no professional gentleman like Mr. Hawksley or Mr. Bateman would put his name to a scheme for supplying a settlement of 130,000 inhabitants with that quantity of water per day. The smallest amount of water supplied to a town in England of the dimensions of Shanghai was about 20 gallons per head, and in some towns, the supply was even 40,50, or 60 gallons per day, and out here, in such a climate, there was certainly greater need for a more plentiful supply than in England. This at once proved to his mind that the scheme had not been duly considered, and that it was of a very crude nature.

Mr. LITTLE pointed out that as the resolution was worded it seemed that the Shanghai Water-works Company was the name of the new Company asking for the powers to lay the mains in the streets. He wished to remind them that there had been a "Shanghai Water-works Company" in existence some years, and which had given satisfaction for its cleanliness and constant they saw the benefits of it, no doubt the supply would become more and more universal and the Company would increase its operations accordingly. To give the Ratepayers some idea of the works they intended to erect, the site they proposed to acquire at the outset was from 70 to 100 *mow* in extent, which should be sufficient of itself to show that the works contemplated were on anything but a paltry scale. As regards the precaution to the community in the way of purchasing and the leasing power, he thought it was quite impossible for the promoters to state distinctly what would be the terms of the contract to be entered into. That was a matter he thought the Ratepayers might well leave with the Council, who would be able to suggest any other protective clauses they might think reasonable. Reference had been made to the proposed purchase by the Council being based on the capital account after the Company had been working for a few years, and everything being placed to the capital account. He was not acquainted with the working of that kind of company; he did not know whether it was the case with the Woosung Railway or not; at all events he could assure them that the promoters of the present scheme had nothing of the kind in contemplation. He failed to see that the Municipal Council could construct and manage the works cheaper than a public company. He had not heard that this was the experience of the Council in the management of their different establishments. The police department, for instance, he did not think was carried on at a very cheap rate. He should think that a Company dependent on their earnings for dividends would be likely to carry on the works more economically than the Council. He reminded them again of the nature of the resolution, and asked them to have confidence in their Council to consider the proposed scheme, and to allow them to act as they thought best after mastering the details of it.

Mr. KINGSMILL pointed out that in the resolution, the promoters of the scheme asked for powers to open up the streets to lay down their water-mains, but in their speeches they urged that they only asked the Council to look into the matter. He thought they should either accept Mr. White's amendment, which was a very reasonable one, or else change their mode of proceeding. It was not well to come forward and propose a resolution in certain words, and then in supporting it say that they did not mean what it contained.

Mr. FORBES suggested that a date should be fixed in Mr. White's amendment for the report to be presented by the Council. It had been said by Mr. Wainewright that the promoters of the scheme did not wish it to be consigned to an undefined limbo. He did not think it was the intention of the Council to treat the scheme in that way. Any scheme brought forward by a body of intelligent men should, he maintained, meet with worthy consideration. He did not think it would be fair for this scheme to hang over for an indefinite time, and he would suggest to Mr. White and Mr. Morrison, to mention in the amendment a date for the special meeting to be held for the Council to submit their report on the matter. He would suggest a date not later than two months.

Mr. WHITE thought three months would be quite short enough.

Mr. MORRISON thought four months was necessary to communicate with people in England, that was, if it was necessary to so.

Mr. FORBES proposed, and Mr. J. F. HOLLIDAY seconded, that the special meeting should be held within two months; and an amendment was proposed by Mr. MORRISON, and seconded by Mr. WHITE, that four months should be allowed the Council for the consideration of the present or any other scheme.

Lot No. 3.—A Property immediately in rear of the above, registered in H.B.M.'s Consulate as Lot No. 33, and measuring, by Title Deed, 125 feet in breadth (on road frontage) by 270 feet in depth. There are no buildings on this Lot, which is included in the lease to Messrs. REID, EVANS & Co.

Lot No. 4.—A Property separated from the above by a road, registered in H.B.M.'s Consulate as Lot 51, and measuring, by Title Deed, 125 feet in breadth (on road frontage) by 270 feet in depth. There are no buildings on this Lot.

FRANCIS A. GROOM,
Land and Estate Agent.
3mr 3905 Shanghai, 9th Feb., 1880.

PUBLIC AUCTION.

PUBLIC AUCTION *of those* VALUABLE, COMMODIOUS *and* CENTRALLY LOCATED BUSINESS PREMISES No. 31, YANGTSZE ROAD (BUND), SHANGHAI.

THE undersigned, acting under instructions from the Trustee to the Estate of Messrs. WM. PUSTAU & Co., will sell by PUBLIC AUCTION within their Offices on FRIDAY, the 12th day of March next, 1880, immediately after the sale of the Property belonging to the Estate of the late WILLIAM MILLER.

ALL THAT PLOT OR PARCEL OF GROUND, No. 17 of the Plan of Shanghai, together with the several buildings thereon, formerly possessed and occupied by the said WM. PUSTAU & Co., and known as the LOO-LING HONG.—The Land is registered at the Imperial German Consulate-General at Shanghai; it measures 3 *mow*, 3 *fun*, 7 *li*, 8 *haou*, or thereby, and it is bounded thus—on the *East* by the Yangtsze Road; on the *North* and *West* by H.B.M.'s Consulate grounds; and on the *South* by the Masonic Hall.

The Buildings consists of:—

First.—A very substantially built DWELLING HOUSE, which comprises a suite of compradore's and native employés rooms on the basement; Dining and Drawing Rooms, spacious public offices, and a strong Stone Treasury with Iron Doors, on the first floor; and the necessary Bed and Bath Rooms accommodation on the second storey.

Second.—The DWELLING HOUSE, known as LOO-LING JUNIOR HONG, underneath and attached to which are large TEA and SILK GODOWNS, and Kitchen, Servants' Offices and Stabling.—And

Third.—A LARGE GENERAL GODOWN originally built with the view of sustaining another storey.

The front and main Dwelling House overlooks the Public Garden, and commands an extensive view of the Harbour and River of Shanghai.

Intending purchasers can inspect the premises at any time betwixt and the day of sale on applying to AD. REIS, Esq., Trustee to the Estate, or to the undersigned, from whom any further information required may be obtained.

P. MACLEAN & Co.,
Auctioneers.
12mr 3776 Shanghai, 20th Jan., 1880.

MANILA LOTTERY.

MARCH TICKETS FOR SALE.

YUNG KEE,
75, Honan Road,
Opposite AH-LING'S Store.
3mr 393 Shanghai, 16th Feb., 1880.

SAZERAC DE FORGE ET FILS'

CELEBRATED

CHAMPAGNE COGNAC BRANDIES.

WE have just received a further supply of above by the s.s. "*Sarpedon.*"

One Star	*	$10 per doz.
Two ,,	**	$12 ,, ,,
Three ,,	***	$14 ,, ,,
Old Fine O.F.		$18 ,, ,,
Superior Old Fine S.O.F.		$22 ,, ,,
Extra Superior very Old E.S.V.O.		$35 ,, ,,

These Brandies, from the lowest to the highest priced, are of exceptionally excellent quality, and were awarded the ONLY GOLD MEDAL for BRANDIES at the Paris Exhibition in 1878.

SOLE AGENTS,

HALL & HOLTZ.

n 3-t-a-w Shanghai, 16th Feb., 1880.
604 (c.s.) 20mr 80

JUST LANDED

FROM AMERICAN MAIL,

GARDEN SEEDS, FLOWER SEEDS, GRASS SEEDS,

From the well-known House
Messrs. DAVID, LAUDRETH & SONS,
Founded in 1784.

Direct from Philadelphia by Rail and Steam, cool weather all the way.

Also,

Our usual assortment of Fresh and Choice GROCERIES and PROVISIONS.

MUSTARD & Co.

22jn-164 e.a. Shanghai, 2nd Feb., 1880.
n 3 t-a-w

FOR SALE.

A STEAM LAUNCH,

VERY FAST,

Built by INGLIS & Co., HONGKONG.

Length	32 feet.
Beam	7 ,, 6 in.
Cylinder	6 inches.
Stroke	6 ,,

BOILER tested for working at 100 lbs., very fast, and useful for a ship's launch or harbour purposes. Has hoisting straps and fresh water feed tank. Engines on best principle, with Ejecting Pipes, &c.

Hull and Engines have just been thoroughly overhauled. She is covered in forward and fitted with steering gear forward.

For further particulars, apply to

LANE, CRAWFORD & Co.
tf 3875 Shanghai, 4th Feb., 1880.
n 2-a-w

From its great nourishing power on the follicles it may in time cause Hair to return to its natural color; it, however, does not contain a particle of any dyeing ingredient. Using it constantly will most certainly prevent the Hair falling. It is cleanly in use, the smallest quantity sufficing. It has no sediment, and therefore requires no shaking.

J. LLEWELLYN & Co.,
tf 3653 *Shanghai.*

Steamer Cos.			
Shanghai Steam Navigation Co.	Tl. 64	....	Tls. 8.35.
China Coast S. N. Co.	Tl. 100	9 %	Tls. 109
S'hai Tug Boat Ass.	,, 100	14 %	Tls. 125 ex div.
China Shipowners' Association	,, 100	first year	....
Docks.			
Shanghai Dock Co.	,, 500	T 20 p.sh.	Tls 230 ex div.
Pootung Dock Co.	,, 100	10 %	Tls 86
Gas.			
Shanghai Gas Co.	,, 100	10 %	Tls. 137 ex div.
French Gas Co.	,, 100	11½ %	Tls. 147
Insurance.			
China Traders' Co (Limited)	$ 500	18 %	$1,450
N.-China I Co. 15 %	Tl. 600	T. 75 p.sh.	Tls. 1,150
Union Ins. Society of Canton	,, 500	$ 191.90	$1,400
Yangtsze Insurance Association	,, 250	17 %	Tls. 120
Chinese Insurance Co. (Limited)	$ 200	12½	$308 Rx. 75.
H'kong Fire Ins. Co. (Limited)	$ 20	28.97 %	$850
China Fire Ins. Co. (Limited)	$ 100	12 %	$235 nomi.
Miscellaneous.			
S'hai and Hongkew Wharf Co.	Tl. 100	12 %	Tls. 151
S'hai Mun. Debenture—loan 1872	,, 100	8 %	Tls. 100 ex int.
Do. ,, 1873	,, 100	8 %	Tls. 101 do.
Do. ,, 1878	..	....	Tls. 1-9
Chinese Imperial Loan 1874	£95 a 6/7	8 %	Nominal.
Chinese Imperial Loan 1877	£98 a 5/5	8 %	£107
Chi. Imp. Loan 1878	Tl. 500	8 %	Tls 530
Theatre Debentures	,, 25	6 %	Tls. 15
Exchange.			
Bank Sight Rate on Hongkong			73½

J. P. BISSET & Co.,
14th Feb. *Sharebrokers.*

PASSENGERS BOOKED FOR SHANGHAI.

Per P. & O. str. *Mirzapore*, from Southampton, 8th Jan.—Mrs. Harris, two daughters and son.

Per M.M. str. *Ava*, from Marseilles, 11th Jan.—Messrs. C. Krebs and Menhausen.

Per M.M. str. *Djemnah*, from Marseilles, 25th Jan.—Mr. J. Lent.

Per M.M. str. *Amazone*, from Marseilles, 8th Feb.—Messrs. Simonet, Kietzics, Wanta and Duplain.

Per M.M. str. *Anadyr*, from Marseilles, 7th March.—Mr. and Mrs. Welch and child.

Weather, Tides, &c., at Woosung.

Date.	Time of H.W.		Time of L.W.		Depth of Water on the Bar at H. W.		Depth of Water on the Bar at L. W.		Range of Tide.		Moon.
	Hr.	Minutes	Hr.	Minutes	Feet	In.	Feet	In.	Feet	In.	
Feb. 15	..	....	11	25 p.m.	..	..	11	2	7	2	5th day after New Moon.
,, 16	3	45 a.m.	11	35 a.m.	18	2	11	5	6	9	6th ,, ,,
..	..	....	..	....	..	..	..	..	..	..	

Date.		Barometer.		Thermometer.	Wind.		Weather.
		Inches	Tenths	Degrees Fahr.	Direction.	Force.	
Feb. 16	Midnight	29	24	42	N. by E.	2	Light breeze and cloudy.
,, 16	Noon	30	31	46	E. by S.	3	Gentle breeze and cloudy.

China Coast Meteorological Register.

SHANGHAI, 16TH FEBRUARY, 1880, AT NOON.

STATIONS.	HONGKONG.		AMOY.		SHANGHAI.	
Observations.	Previous day at 4 P.M.	On date at 10 A.M.	Previous day at 4 P.M.	On date at 10 A.M.	Previous day at 4 P.M.	On date at 10 A.M.
Barometer	30.04	30.14	29.99	30.07	30.12	30.15
Thermometer attached	66.5	60.0	58.0	55.0	43.0	37.0
Direction of Wind	E.	E.	N.E.	N.E.	N.N.W.	N.E.
Force ,,	2	3	1	2	3	3
Dry Thermometer	66.0	60.0	59.0	55.0	42.0	37.0
Wet ,,	64.0	59.0	58.0	55.0	39.0	35.0
Weather ,,	C.	C.R.	O.R.	O.M.R.	B.C.	B.
Hours of Rain	—	5	—	0	—	—
Quantity fallen	—	0.85	—	1.32	—	—

Weather.—b., blue sky; c., cloudy d., drizzly; f., fog; g., foggy; h., hail; l., lightning; m., misty; o., overcast; p., passing showers; q., squally; r., rainy; s., snow; t., thunder; w., bad (threatening); v., visibility (unusual transparency); w., storms; z., calm. The letters are repeated to express any increase over the mean average of the signification, as f. f., thick fog b. b., very blue.

Edited by G. W. HADEN. Printed and Published at the "*North-China Herald*" Office, Shanghai.

Shanghai China

Enclosure

with

Despatch № 101.

Extract in print from the N.

China D. News of 17th Feb 1880 contg.

the Annual Proceedings of the

Ratepayers Meeting.

Enc to Wood
April 27/80.
Acts May 6

No. 102] March 10th 1880. United States Consulate General at Shanghai,

Mr. Bailey Consul General. to the State Department,

Subject:— Estate of J H. Armstrong deceased.

ABSTRACT OF CONTENTS.

Transmits enclosure to the Treasury Department, with the final statement of the above estate.—

Enclosure

Cover under flying seal to John Sherman Secretary of the Treasury.—

No. 102

United States Consulate General,

Shanghai, March 10th 1870

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to transmit herewith under flying seal to the Secretary of the Treasury a final statement with vouchers of the estate of T. H. Armstrong deceased.

I have the honor to be,

Sir,

Your obedient servant

Frank Ward

Consul General

"Shanghai"

File

Wood

Cable

Evarts
Secretary State.
Washington

Shung Kow sentenced to decapitation.

Bailey
Shanghai

Rec'd Mar. 12th 1880.

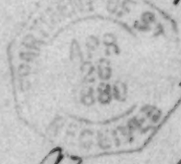
File Ackd May 14. 1880

No. 403] March 15th 1880 United States Consulate General at Shanghai,

Mr. Bailey Consul General. to the State Department,

Subject:— Interpreter at Foochow

W Wood



ABSTRACT OF CONTENTS.

Acknowledges the receipt of a telegram from the Secretary of State, appointing Mr Lowes to the above post, during Mr Cheshires absence.

No. 103

United States Consulate General,

Shanghai, March 15th 1880

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to acknowledge the receipt on the 3d instant at 11 a.m., of a telegram from the Secretary of State in the following words:

"Washington 2/3 1880. 8.45 p.m."

"Bailey"

"Consul General"

"Shanghai"

"Cowles appointed interpreter during"

"absence of Cheshire"

"Evarts"

I have transmitted a copy of the same to the Legation at Peking, to the Consul at Foochow and

and to Vice Consul Cheshire at Canton.

I have the honor to be,

Sir,

Your obedient servant

Consul General

Mr. Wood.

Rec'd May 14. 1880

No. 104] March 21st 1880 United States Consulate General at Shanghai,

Mr. Bailey Consul General. to the State Department,

Subject:— Receipt of Despatches.

ABSTRACT OF CONTENTS.

Acknowledges receipt of Despatches N 45 to 50 inc.

No. 104.

United States Consulate General,

Shanghai, March 21st 1880.

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to acknowledge the receipt of Department despatches numbered from 45 to 50 inclusive, the latter bearing date January 29th 1880.

I have the honor to be

Sir

Your obedient servant

David H. Bailey

Consul General

Mr. Wood.

Acknowledged May 14, 1880

No. 165] Mch 20 1880 United States Consulate General at Shanghai,

Mr. Bail Consul General. to the State Department,

Subject:— Court Returns.

ABSTRACT OF CONTENTS.

Transmits Court returns omitted before

No. 106.

United States Consulate General,

Shanghai, 20th March 1880

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to transmit herewith returns of the U.S. Court of this Consular District for the 3rd & 4th quarters of 1879 which were by an oversight omitted.

I have the honor to be

Sir,

Your obedient Servant

Consul-General

Returns - Court Returns file

3rd & 4th Qrs 1879.

[Form No. 137.]

COURT OF THE UNITED STATES CONSULATE GENERAL AT SH

Return of Criminal **Suits from the** 1st **day of** October **to the** 31st **day o**

NO OF CASE.	DATE OF FIRST PROCEEDINGS.	NAME AND NATIONALITY OF PLAINTIFF.	NAME OF DEFENDANT.	NATURE OF SUIT	JUDGMENT	AMOUNT OF FINE IMPOSED.	AMOUNT AN
31	Dec 22	Capt Mathews	C. Rogers	Mutiny & Combining to impede Navigation of Ship	Guilty of second Charge		
32	" 22	do	C. Christensen	do	do		
33	" 22	do	G. Landquist	do	do		
34	" 22	do	M. J. Kuhl	do	do		
35	" 22	do	O. Martin	do	do		
36	" 28	A. Barneston P.C. 52 J. Thistle P.C. 13	J. C. Conway	Petty Larceny	Not Guilty		
37	" 28	Munn Police	J. McGinley	Assault	Complaint withdrawn		

H. L. Martha
Act. Marshal of th

[Form No. 137.]

ITED STATES CONSULATE GENERAL AT SHANGHAI CHINA.

the 1st day of October to the 31st day of December 1879, inclusive.

	NATURE OF SUIT	JUDGMENT	AMOUNT OF FINE IMPOSED.	AMOUNT OF FEES CHARGED AND RECEIVED.	DISPOSITION OF FINES AND FEES.	APPEAL.
	Mutiny & Combining to impede Navig^tn of Ship	Guilty of second Charge				Ship "Regent"
	do	do				do
	do	do		$ 41.40	Clerk $ 34.20 Marshal $ 34.20	do
	do	do				do
	do	do				do
	Petty Larceny	Not Guilty				
	Assault	Complaint withdrawn				

H. L. Saltzman

ack. Marshal of the U. S. Consular Court.

[Form No. 137.]

COURT OF THE UNITED STATES CONSULATE GENERAL AT SI

Return of Criminal **Suits from the** 1st **day of** October **to the** 31st **day**

NO OF CASE.	DATE OF FIRST PROCEEDINGS.	NAME AND NATIONALITY OF PLAINTIFF.	NAME OF DEFENDANT.	NATURE OF SUIT	JUDGMENT	AMOUNT OF FINE IMPOSED.	AMOUN A
1.	Oct 6	Mun Police	Edmund Church	Drunk and disorderly	Sent on board	None	
2	" 13	do	William Calder		30 days Sol comp^{y}		
3	" 13	do	William Calder	Assault in barber shop	do		
4	Nov 4	J Newman	J. Dougherty	Assault	30 days in goal		
5	" 21	Mun: Police	Kai. Nan	Drunk, disorderly and assault	Sent on board		
6	" 22	do	William Wright	Assault & battery	3 days Sol. comp^{y}		
7	" 24	do	R. Lynch	Drunk and incapable	Guilty		
8	" 24	do	H. Brookes	do	do		
9	" 24	do	W. Earnest	do	do		
10	" 24	do	J. Duggan	do	do		
11	" 28	do	D. Schalliger	do	do		
12	Dec. 6	do	Thos. Hollingsworth	Assault with deadly weapon.	do	$ 10^{00}	$ 20
13	" 6	do	W. C. Radcliff	Drunk and disorderly	Sent on board Guilty		
14	" 10	Capt Matthews	M. Johnson	Desertion & refusal of duty	Guilty Sent on board.		
15	" 10	do	C. Johnson	do	do	do	
16	" 10	do	F. Reuburk	do	do	do	
17	" 10	do	J Escold	do	do	do	
18	" 10	do	J Erland	do	do	do	
19	" 10	do	G Lundquist	do	do	do	
20	" 10	do	P. C. Christenson	do	do	do	$ 101^{25}
21	" 10	do	P. Rogers	do	do	do	
22	" 10	do	C. Isaksen	do	do	do	
23	" 10	do	C. Martin	do	do	do	
24	" 10	do	C. Broach	do	do	do	
25	" 17	do	M. J. Kuhl	do	do	do	
26	" 22	do	M. Johnson	Mutiny & combining to impede the Navig^{n} of Ship	Guilty of 2nd charge		
27	" 22	do	C. Johnson	do	do	"	
28	" 22	do	F. Reuburk	do	do	do	
29	" 22	do	O. Escold	do	do	do	
30	" 22	do	J. Erland	do	do	do	

Marshal of th

[Form No. 137.]

NITED STATES CONSULATE GENERAL AT SHANGHAI CHINA.

n the 1st day of October to the 31st day of December 1849, inclusive.

NT.	NATURE OF SUIT	JUDGMENT	AMOUNT OF FINE IMPOSED.	AMOUNT OF FEES CHARGED AND RECEIVED.	DISPOSITION OF FINES AND FEES.	APPEAL.
nwick	Drunk and disorderly	Cust on board	None	None		Monterey
rider		30 days Sol Compy				"
alder	Assault in barber shop	do		Goal	Goal	"
ry	Assault	30 days in Goal				"
n	Drunk, disorderly and assault	Cust on board				"
ight	Assault & battery	3 days Sol Compy				"
h	Drunk and incapable	Guilty				U.S. Richmond Cust on board
Res	do	do				do
uer	do	do				do
an	do	do				do
ger	do	do				"Monocacy" do
orth	Assault with deadly weapon.	do	$10 00	$ 26 29	$5 24 Clerks. $37 Mar. $6 67 Int. $12 71 Asse. $10 07 Court.	
liff	Drunk and disorderly	Cust on board Guilty				"Monocacy"
con	Desertion & refusal of duty	Guilty Cust on bd.				Ship "Regent"
con	do	do	do			do
rell	do	do	do			do
d	do	do	do			do
ed	do	do	do			do
uel	do	do	do			do
con	do	do	do	$101 00	Marshal $48 Clerk $23	do
?	do	do	do			do
Sen	do	do	do			do
e	do	do	do			do
ch	do	do	do			do
l	do	do	do			do
con	Mutiny & combining to impede the Navig. of Ship	Guilty of 2nd Charge				do
on	do	do	"			do
B	do	do	do			do
d	do	do	do			do
d	do	do	do			do

Marshal of the U. S. Consular Court.

[Form No. 137.]

COURT OF THE UNITED STATES CONSULATE GENERAL AT SHA

Return of Civil **Suits from the** 1st **day of** October **to the** 31st **day of**

NO. OF CASE.	DATE OF FIRST PROCEEDINGS.	NAME AND NATIONALITY OF PLAINTIFF.	NAME OF DEFENDANT.	NATURE OF SUIT	JUDGMENT	AMOUNT OF FINE IMPOSED.	AMOUNT OF [illegible] AND RE[illegible]
	849						
842	Oct 21	Hall & Holtz Pr	N. & Butte	Money due	Dismissed @ request of Plaintiff		$ 25 [illegible]
843	Dec 4	C.P. Richm Am	Str Fingow	Collision	Pending		
844	" 10	Sang Choo Shi Ch	A Austin	Monies due	to Plaintiff		$ 33 [illegible]
845	" 10	P. & Bates Pr.	C. Blanchard	Monies due	" Plaintiff		$ 20 [illegible]

H. Bartram

acting **Marshal of the**

[Form No. 137.]

D STATES CONSULATE GENERAL AT SHANGHAI CHINA.

1st day of October to the 31st day of December 1899, inclusive.

NATURE OF SUIT	JUDGMENT	AMOUNT OF FINE IMPOSED.	AMOUNT OF FEES CHARGED AND RECEIVED.	DISPOSITION OF FINES AND FEES.	APPEAL.
Money due	Dismissed @ request of Plaintiff		$ 25 00	$20 00 Clerk $5 00 Marshal	
Collision	Pending				
Monies due	for Plaintiff		$ 33 30	$22 20 Clerk $11 50 Marshal	
Monies due	" Plaintiff		$ 20 00	$5 00 Marshal $6 00 $12 00 Dr. Clerk	

H. Hartram

acting Marshal of the U. S. Consular Court.

[Form No. 137.]

COURT OF THE UNITED STATES CONSULATE GENERAL AT SHA

Return of Criminal Suits from the 1st day of July to the 30th day of

OF CASE.	DATE OF FIRST PROCEEDINGS.	NAME AND NATIONALITY OF PLAINTIFF.	NAME OF DEFENDANT.	NATURE OF SUIT	JUDGMENT	AMOUNT OF FINE IMPOSED.	AMOUNT OF AND RE
1	July 8th	Ben: Erickson	D. H. Scherall	Assault	Not Guilty		$ 16.30
2	" 8	James McCormack	D. H. Scherall	do	Guilty	$ 10 00	$ 16.30
3	" 14	Municipal Police	Edward Green	Drunk and incapable	Guilty	None	None
4	" 28	do	John Holmes	Assault	Guilty	$ 5.00	X
5	" 29	do	J. McCormack	Drunk and disorderly	Guilty	Ten days in Gaol	$ 4 00
6	" 29	do	John Holmes	Assault	Guilty	$ 2 00	$ X
7	" 31	do	John Doyle	Drunk and incapable	Guilty	$ 1 00	
8	" 31	Sol: Simmons	John Pitman	Assault & battery	Guilty	$ 10 00	$ 16 20
9	Aug 2	Municipal Police	Wm Carder	Drunk and doing damage to Public Garden	Guilty		
10	" 9	do	John Coleman	Drunk	Guilty		
11	" 15	Chinaman	N. F. Butt	Assault and battery	Guilty	$ 10 00	$ 18 20
12	" 23	do	S. D. Robinson	do	Not Guilty		
13	" 23	do	M. C. Nickels	do	Not Guilty		
14	" 23	do	Josie Mansfield	do	Not Guilty		
15	" 24	do	M. C. Nickels	do	Guilty	$ 1 00	$ 21.10
16	" 24	do	Josie Mansfield	do	Complaint dismissed		
17	" 24	do	W. J. March	Assault with deadly weapon	Guilty	$ 5 00	$ 18.90

H. Buthan

Marshal of the

[Form No. 137.]

TED STATES CONSULATE GENERAL AT SHANGHAI CHINA.

e 1st day of July to the 30th day of September 1879, inclusive.

NATURE OF SUIT	JUDGMENT	AMOUNT OF FINE IMPOSED.	AMOUNT OF FEES CHARGED AND RECEIVED.	DISPOSITION OF FINES AND FEES.	APPEAL.
Assault	Not Guilty		$ 16.30	Clerk $9.50 Mar $6.50	
do	Guilty	$ 10.00	$ 16.30	" 9.50 " 6.50	Cert on board
Drunk and incapable	Guilty	None	None		
Assault	Guilty	$ 5.00			
Drunk and disorderly	Guilty	Ten days in Gaol	$ 4.00	Marshal $ 4.00	
Assault	Guilty	$ 2.00	$		
Drunk and incapable	Guilty	$ 1.00			
Assault & battery	Guilty	$ 10.00	$ 16.20	Clerk $ 6.20 Mar $ 10.00	
Drunk and doing damage to Public Garden	Guilty			—	Cert on board
Drunk	Guilty			—	Cert on board
Assault and battery	Guilty	$ 10.00	$ 18.20	Clerk $ 4.50 Mar $ 6.00 Int $ 4.00	
do	Not Guilty			—	
do	Not Guilty			—	
do	Not Guilty			—	
do	Guilty	$ 1.00	$ 21.10	Clerk $ 5.00 Mar $ 5.00 Int $ 10.00 6 $ 1.00	
do	Complaint dismissed				
Assault with deadly weapon	Guilty	$ 5.00	$ 18.90	Clerk $ 5.40 Mar $ 3.00 Int $ 4.00 Gaol $ 5.00	

H. Lanham

Marshal of the U. S. Consular Court.

Grant leave not to be taken before
he enters on his new duties at Tientsin
C. P.
Acting Wood

No. 105] March 20 1880 United States Consulate General at Shanghai,
April 14, 1880.

Mr. Bailey Consul General. to the State Department,

Subject:— Mr. Scruggs leave of absence.

ABSTRACT OF CONTENTS.

Approving Mr. Scruggs application for leave of absence.
Shall ask the Minister at Peking to designate a
person to fill the vacancy.—

No. 106

United States Consulate General,

Shanghai, March 20th 1880.

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

Referring to Mr Consul Scruggs dispatch No 32, of the 19th instant, I have the honor to inform you, that I approve his application for leave of absence, as I consider his reasons for applying are valid.

I shall communicate with the Minister at Peking, informing him of my action, and asking him to designate a suitable person to temporarily fill the vacancy in the event of Mr. Scruggs obtaining leave of absence from the Department.

I have the honor to be,

Sir,

Your obedient servant

Consul General

Ack Rec'd May 4. 1880 W Wood

No. 107.] March 20th 1880 United States Consulate General at Shanghai,

Mr. Bailey Consul General. to the State Department,

Subject:— Chung How's decapitation.

ABSTRACT OF CONTENTS.

Confirming telegram about the sentence of decapitation of Chung How.

No. 107.

United States Consulate General,

Shanghai, March 20th 1880

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

Referring to my despatch N°84, bearing date January 13th, I have the honor to inform you that on the 12th instant I telegraphed the Secretary of State as follows:

"Evarts

"Secretary State"

"Washington

"Aung How sentenced to decapitation

"Bailey."

As the Minister at Peking is no doubt forwarding by this Mail full information concerning this extraordinary event, it is unnecessary for me to add any further remarks.

I have

I have the honor to be,

Sir

Your obedient servant

David [illegible]

Consul-General

Mr Hood.

Ackd May 14, 1880

No. 108] March 20th 1880 United States Consulate General at Shanghai,

Mr. Bailey Consul General. to the State Department,

Subject:— Mr Denny's arrival.

ABSTRACT OF CONTENTS.

Informing that Mr Denny will probably arrive in Shanghai about the end of March.

No. 108.

United States Consulate General,

Shanghai, March 20th 1880.

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to inform you that I am in receipt of a private letter from Mr. Denny in which he says that he expects to reach Shanghai about the end of this month.

I have the honor to be,

Sir

Your obedient servant

David H. Bailey

Consul General

Forward letter, retaining copy

C. P. Wood

Enclosure sent to P. M. G. May 4, 1880

Recd May 4, 1880

No. 109] March 20th 1880 United States Consulate General at Shanghai,

Mr. Bailey Consul General. to the State Department,

Subject:— Postal matter.

ABSTRACT OF CONTENTS.

Enclosing copy of my letter to Hon A. D. Hazen.

Enclosure

Copy of Mr Bailey's letter to Hon A. D Hazen dated Shanghai 19th March 1880.

No. 109

United States Consulate General,

Shanghai, March 20th 1880

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

Referring to my No 98 of the 3 of february I have the honor to enclose a copy of a despatch to Hon. A. D. Kazen Third Assistant Postmaster General

I have the honor to be,

Sir,

Your obedient servant,

David H. Bailey

Consul General

Inclosure

Copy of letter to P. M. Gen.

Copy.

No. 33. United States Consulate General
Shanghai March 19th, 1880.

Hon. A. D. Hazen,
Third Assistant Postmaster General,
Washington, D.C.

Sir:

I have the honor to acknowledge the receipt of your letter of January 13th (Letter U.M.S. Vol. 28) in which you inform me that the requisition for postage stamps which I made to you through the Superintendent of Foreign Mails, cannot be filled on account of my not having filed the necessary bonds as Postal Agent.

Soon after I took charge of this consulate general, I was informed by the P.O. Department that I was expected to file a bond to the amount of ten thousand dollars with two sureties in addition to my bond filed for the same amount in the State Department as Consul General. To that request I replied through the State Department that I objected to

file a bond for that amount on the ground that the business of the Postal Agency was very small and the salary attached viz: $ 300. per annum - all of which is paid to the clerk, who performs the multifarious duties appertaining to a post. office of the 3rd class, was too insignificant.

When on a subsequent occasion I was again requested to file the bond I replied in a similar strain (see my No. 98 of date Feby. 3rd to the State Department a copy of which I enclose).

The condition of the affairs of the Postal Agency as represented in my first dispatch and in a letter dated Sept. 8th to the Superintendent of foreign mails (a copy of which I also enclose marked Enclosure No. 2) have not altered except in so far that the business of the Postal Agency at this port has considerably increased as will be seen from the following summary of accounts.

For the first three quarters of

1878 under the rule of my immediate predecessor I cannot avail myself of accounts prior to this as the records are not in this office) the gross income from all sources was $689.62 and the gross expenses $661.70 being an excess of expenditure over income of $72.08 - Average income per Quarter $196.24

do expenditure " .220.27

For the five quarters under my administration namely from Sept. 1, 1878 to December 31, 1879 the gross income amounted to $1667.23 and the total expenditure was only $1022.11 - Average income per Quarter $333.45

Average expenditure per Quarter $204.42 showing an average increase per Quarter under my administration of $136.91 and an average decrease of the expenditure of $16.15. The current quarter will also show an improved condition.

A part of the income consists in box-rents amounting in the five quarters to $326. which in the United States in a non-Presidential office

to

which it appears this office assimilates, would be a perquisite of the Postmaster, is here placed to the credit of the government. From these figures it will be seen how disproportionate is the remuneration allowed for the supervision of this Postal Agency. Nevertheless the Post Office Department has persistently refused to increase the remuneration at present allowed notwithstanding my frequent remonstrances.

Consequently I must still respectfully decline to file an additional bond for the amount asked and should Mr. Denny my successor as Consul General and therefore as Postal Agent view the matter in the same light as I do (Mr. Denny will take charge at the end of this quarter) and should the Post Office Department continue to refuse to honor a requisition for stamps it will be necessary when the stamps at present on hand

shall

shall all be sold either to close the Postal Agency at the Port or else turn it over to some one independent of this Consulate, who will be willing to enter into recognizances for the sum of $10,000 in return for a salary of $300. a year for work done for which many postmasters in the United States receive from $15 00. to $2400. per annum. I may be excused I trust if I venture to observe that I do not think it possible to find such a person in Shanghai.

I have the honor to remain,
Your obedient servant,
signed David H. Bailey,
Consul General,
and Postal Agent.

What is this balance? W Wood

Ack'd May 4 1880
Answered June 21 1880
Sec'y Evarts
Dated June 1 1880

No. 110] 31 March 1880 United States Consulate General at Shanghai,

Mr. Bailey Consul General. to the State Department,

RECEIVED MAY 17 1880

Subject:— Consular official residence at Shanghai

ABSTRACT OF CONTENTS.

Referring to despatch No 72 of May 10th 1878 concerning unclaimed balance of Estate of Knights - Urging the necessity of same provision being made for a Consular official residence - And suggesting the appropriation of that fund for the purpose - Referring to actual outlays of Consul General Bailey for extra house rent - and requesting the Department to allow his Vouchers for the same herewith enclosed.

Also enclosing photograph of the Consular ~~office~~ premises & Commenting thereon -

No. 110

United States Consulate General,

Shanghai, 31 March 1880

Hon. Charles Payson

Third assistant Secretary of State,

Washington, D.C.

Sir,

Referring to my predecessor's dispatch No 72, of May 10th 1878, concerning the King & Co. estate, I now have to report that the estate having been + settled for over two years the + balance I am quite convinced is a fund which will not at any time be called for by any one + entitled to it, and it is a fund + which should find some use. I have therefore to suggest and urgently request that I be allowed to apply it for rent of that part of the

Consular

Consular premises used as the official residence.

Referring to the Circular of the + Department, dated May 23d 1877, addressed to the Diplomatic and Consular officers of the United States concerning the tour of General Grant abroad, and inviting their aid to make his journey a + pleasant one, should he visit their posts, I have to remark that the situation at this important post was such as to make it necessarily + incumbent upon the Consular Officer here to entertain that distinguished man.

+ In anticipation of his ("Gen Grant's") coming I took over the residence of the Consulate, which had formerly been occupied by Mr Seward when he was Consul General. Although this residence is within the Consular

Compass

Compound and was built as a residence for the Consul General, and should always, in keeping with the dignity and importance of the station, be occupied by the Consul-General, yet, as my family were not with me, I should most probably not have taken over the house, owing to the inadequacy of my salary, had it not been for the coming of General Grant. I did take it over on the 1st of January 1879 and General Grant was my guest during his entire stay in Shanghai. The rental for the past year has been $1516.72, as will be seen by the enclosed Vouchers.

I have been in this post for eighteen months, during which period I have had much hard work to do, many responsibilities and many difficult questions

questions to dispose of, and have lived as quietly and economically as possible, and yet my expenses have exceeded my salary and fees from all sources by several thousand dollars. The total amount of fees I have received, all purely notarial fees for my notarial seal, have amounted to only $334.25.

In view of all these circumstances and of the peculiar necessities of this post I consider it only fair and just that my actual outlay for rent of my official residence should be paid out of some fund by the Government - and as the fund named is for an unclaimed balance - a balance in this Consulate, and against which there is

there is no probability that a valid claim will be made, it seems to appropriate fair and just, that it should contribute to this necessary rental.

And I therefore urgently ask the Department to allow my vouchers as against that fund.

I enclose for the information of the Department a photograph of the Consular buildings. They are all within one compound, surrounded by streets on four sides - The wall shuts off a view of the yard inside, which is quite large; with a carriage drive through it. The buildings on the left contains the offices, court room, and Post office - The one on the right is the residence, and the

and the building between the two is the Jail.

The whole premises front on the river with a commanding view up and down of the long reaches and of the Shipping.

I am informed by my successor, Mr Denny, who is now here, and who will take over the office in a day or so, that unless some provision is made by which the rent of the residence can be paid without taking it out of his salary, he will be compelled in self protection, Considering the demands which are necessarily made upon his private purse to keep up his station, to leave the entire premises, offices, Courtroom, Jail, Post office and residence and take up cheaper quarters.

If he is compelled to do this it would be almost a calamity to our

our service here – it would involve immense loss of prestige with the Chinese, and indeed with all foreigners here, and would be an act of humiliation in the eyes of our country men in China. Yet I fully & believe that Mr Denny would be compelled to do so in justice to his private resources, and in consequence of the insufficiency of the salary for this most & important and influential post.

I have the honor to be,

Sir,

Your obedient Servant

Frank H Hall

Consul General

Enclosure – Photographs of Consular buildings

Ack acknowledged May 14, 1880 W Wood

No. 111.] March 31st 1880 United States Consulate General at Shanghai,

Mr. Bailey Consul General. to the State Department,

Subject: Meeting of Consular Body.

ABSTRACT OF CONTENTS.

Transmits copy of a Meeting of the Consular Body. —

Enclosure

Minutes of a Consular Meeting held in Shanghai on the 6th March 1880.

No. 111

United States Consulate General,

Shanghai, March 31st 1880

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to enclose a copy of the Minutes of a late Meeting of the Consular Body, it being the last one over which I had the honor to preside.

I have the honor to be,

Sir,

Your obedient servant

David H. Bailey

Consul General

Copy.

United States Consulate General,
Shanghai, _____ 188

Memorandum of the proceedings of a Meeting of the Consular Body held at 11. o'clock A.M. on the 6th day of March 1880, at the Office of D. H. Bailey Esqr., United States Consul General, & Senior Consul of the Consular Body.

The object of the meeting was to take into consideration the promiscuous anchoring of native craft in the Whangpoo River to the peril of Navigation, and to devise means for remedying the defects in the present system of anchoring such craft.

It was

It was decided that a communication be addressed to the Taotai requesting him to issue a Proclamation prohibiting the anchoring of fishing-boats and other native craft in the Channel-fairway, or so as to obstruct the safe navigation of the river; that he be also requested to issue a similar Proclamation written in large characters of not more than four or five in each column and cause it to be conspicuously pasted along the banks of the Whangpoo River at different places between Shanghai and Woosung.

At the close of the meeting, Mr Bailey, having announced his intention of

returning

returning to the United States in
a few days and therefore his retiracy
from the Doyenship of the Consular
Body, Chevalier C. de Belelawski,
Consul for Austro Hungary, proposed,
and C. F. R. Allen, Esquire, Vice
Consul for Great Britain, seconded,
the thanks of the Consular Body
to Mr Bailey for his able and
courteous Conduct as Senior Consul.
Carried unanimously.
The Meeting then terminated.

(signed) R. H. Maclay
Interpreter to the U.S.
Consulate-General
and
Secretary to the
Consular Body.

A true copy.
R. H. Maclay
March 8th, 1880.

Shanghai. China

Enclosure

with

Despatch No 113.

Minutes of Consular Meeting in

Shanghai on the 6th March 1880.

Ack & c. C. P. Feb'y 14, 1880 W Moore

No. 112] March 31st 1880 United States Consulate General at Shanghai,

Mr. Bailey Consul General. to the State Department,

Subject:— Estate of Thomas Allen deceased.

ABSTRACT OF CONTENTS.

Transmitting inventory and appraisal of the above estate.

See dispatch No 52. Oct 22. 1879,

To Auditor
Jan 27. 1902

Enclosure

Inventory and appraisal of the Estate of Thomas Allen deceased dated Shanghai Sept 25 1879

No. 112.

United States Consulate General,

Shanghai, March 31st 1880

Hon. Chas. Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to transmit herewith a copy of the inventory and appraisal of the estate of Thomas Allen deceased.

The delay in making this report has been caused by reason of the impossibility of ascertaining what effects were, and what effects were not, those of the Estate.

I am now able to report that all the effects on this inventory belong to the estate of the deceased.

I have the honor to be,

Sir,

Your obedient servant

Consul General

Inventory and appraisal of effects found in the City Bowling Saloon: occupied by Thomas Allen at the time of his death. Sept. 25 1879

Supposed to belong to M. W. Murphy.

1	Iron bedstead 2 Mattresses
1	Wood d. 1 hair & 1 Spring Mattress
2	Mosquito curtains
1	Clothes rack
1	Sofa green rep & cover
2	Hair bolsters
2	feather bolsters
3	feather pillows
1	Iron folding chair & cushion
4	Sheets
2	Bed covers
4	Pillowcovers
1	Large Wardrobe gold & white
1	small d. varnished
1	Washstand single

2	Washstand double
1	Chest of drawers
1	Toilet glass
1	Towel rack
11	Cane bottom chairs (8 cushioned in front)
1	Card table
1	Iron safe
1	Spy glass
2	Cribbage boards
1	Tape line (80 ft.)
3	Ink stands
1	Double toilet set
1	Single do
1	Cooking stove and fixtures
1	Stone Bath tub
1	Tin do
1	Sideboard & lot of crockery etc
2	Patent Coffee pots
8	Decanters

1	fish knife & fork (Plated)	
6	Teaspoons d°	
3	Demijars	
1	Water bed	
50	℔ Brown Windsor Soap (more or less)	
1	Lot Glassware	
1	Table cover	
1	Steam Indicator Owner unknown	
1	box Charts marked J. Perkins	
1	box bricks (Porcelain tower) marked G.D. Hamill	

Supposed to belong to the Estate of Thos. Allen deceased.

1	Silver mug marked J.B. to T.A.	$	5	
	Cash in Safe		36	30
4	Sarsuntile studs		12	
1	lot books		2	
1	Signet ring		8	
1	Plain ring (wedding ring)		1	
	Carry over	$	64	30

	Brought forward £	64	30
1	Gold guard chain	5	
1	Fob buckle & seal	5	
3	Pairs boots	4	
3	" Canvass shoes	1	
1	Boot stretcher	1	
1	Gas Cigar light	10	
1	Pair gold eye glasses	6	
1	Chinese hat box.		50
2	Rulers & 1 Paper cutter		50
1	Meerschaum pipe marked T. Allen Shoe &c	10	
10	Canes & 1 Umbrella frame	2	
2	Chinese trunks & 1 valise	5	
1	lot of Clothing etc	30	—
1	lot Chits value ?		
217	bottles Beer, brandies Gin etc etc	15	—
11	Beermugs	1	25
22	Wineglasses	1	—
	Carry over £	161	55

	Brought forward	161	55
4	Cocktail glasses		50
1	Date block		50
1	Lemon squeezer	3	
4	E. P. strainers	1	
1	" " Wine strainer	1	
1	Mouse trap		25
6	blank books		50
3	Beer tops Brass		50
14	tins preserves	1	
2	bots blacking		50
2	jars Salt		25
1	Egg beater	1	
2	Pepper cruets		50
1	Chil box	1	
2	Stales		50
2	boxes & 2 sets dice	1	
1	lot Tumblers	1	
	Carry over	175	55

	Brought forward $	175	55
1	E. P. Cigar lights marked T. Allen	2.	–
1	" Nutpicker		50
1	" fruit knife		50
1	pair goggles		50
1	Dressing case	1.	–
2	N. P. Pencils & knives	1.	–
1	Penknife		50
1	Razor in wooden case		50
1	Gold penholder	1.	–
1	Photo (boy) & 2 of houses	–	–
1	" (Mrs T. Allen	–	–
1	Carbon pipe		25
	"Cats eyes" declared by deceased as the property of a woman in S. Frisco.		
	$	183	30

signed B R Lewis

A J Frieud.

Subscribed

Subscribed and sworn to

before me this 2d day of October AD. 1879

(signed) H. Latham

Clerk of Courts

China

Inclosure No
with
Despatch No 112

Inventory and Appraisal
of
Thomas Allen
Deceased

Mr Wood.

"Shanghai"

a/c
Apl 23 (5 inst)

CABLE MESSAGE.

Mr Wood

THE WESTERN UNION TELEGRAPH COMPANY.

CABLE MESSAGES received for transmission must be written on the Message Blanks provided by this Company for that purpose, under and subject to the conditions printed thereon, and on the back hereof, which conditions have been agreed to by the sender of the following Message.

A. R. BREWER, Secretary. NORVIN GREEN, President.

Received at Washington DC

155 am April 1st 1880

Evarts

Secretary State Washington

Hayes charge Lewis Coffey reinstated fifteen hundred of salary asked for rent of consular residence cant pay it unless that rent is allowed one must move residence offices court room jail and postoffice to inferior and cheaper quarters

Denny

A/A Govt Shanghai Eq Cs

(other side.)

Clerk acknowledg 14/850

W Wood

113] April 1st 1878 United States Consulate General at Shanghai,

Bailey Consul General. to the State Department,

Subject:- Transfer of Office

DEPARTMENT OF STATE
MAY 10 1880
RECEIVED

ABSTRACT OF CONTENTS.

Office of Consul General transferred to Mr O.N. Denny, - oath and bond having duly been executed -

No. 113.

United States Consulate General,

Shanghai, April 1st 1880

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to inform you that I have this day turned over this office to Mr O. F. Denny as Consul-General, he having first executed the oath and bond, forms one and two Consular Regulations 1874, as instructed.

I have the honor to be,

Sir,

Your Obedient Servant

[signature]

Acting Consul-General

Mr Wood

Acknowledged May 14. 1880

No. 114] April 1st 1880 United States Consulate General at Shanghai,

Mr. Bailey Consul General. to the State Department,

Subject:— Returns of Register of letters.

DEPARTMENT OF STATE MAY 12 1880 RECEIVED

ABSTRACT OF CONTENTS.

Transmits copies of Register of letters sent and received for the 1st Quarter 1880.—

Enclosures.

No 1 Copy of Register of letters sent from 1 January to 31st of March 1880. (form No 119)

No 2 Copy of Register of letters received from 1st Jan to 31st March 1880. (form No 118)

No. 114.

United States Consulate General,

Shanghai, April 1st 1880

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to transmit herewith copies of the Register of letters sent and received for the first Quarter of 1880.

I have the honor to be,

Sir,

Your obedient servant

Consul General

Mr Hood

Ackd May 4, 1880

No. 115] April 1st 1880 United States Consulate General at Shanghai,

Mr. Bailey Consul General. to the State Department,

Subject:— Returns of Civil and Criminal Suits for 1 Qu. 1880

DEPARTMENT OF STATE MAY 10 1880 RECEIVED

ABSTRACT OF CONTENTS.

Transmits reports of Civil and Criminal cases for the 1st Quarter of 1880.

Enclosures

No 1 Report of Criminal cases pr 1 Quarl. 1880

No 2 d- of Civil cases . 1 . 1880.

No. 115

United States Consulate General,

Shanghai, April 1st 1880

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to transmit herewith reports of Civil and Criminal Court cases for the first Quarter of 1880.

I have the honor to be,

Sir,

Your obedient servant

Consul General

[Form No. 137.]

COURT OF THE UNITED STATES CONSULATE GENERAL AT SH

Return of Civil **Suits from the** 1st **day of** January **to the** 31st **day of**

No. of Case		Date of First Proceedings.	Name and Nationality of Plaintiff.	Name of Defendant.	Nature of Suit	Judgment	Amount of Fine Imposed.	Amount of Damages and Costs.
743	79	Decbr. 4	C.P. Blethen Am.	Ah Pingon	Consolidated causes of			
746	80	Jany. 23	Mc Laslin et al. "	C.P. Blethen et Ah Pok et al	Collision	agst. SS. Tokelin		$ 431. 65
747		" 26	Lane Crawford & Co Engl.	Estate of E.M. Smith	Monies due	withdrawn		19.-
748		March 5	S.R. Clifford do	Miss Noni Lewis	do	Pending		
749		" 28	Ann Chow Yen et al Chin.	M.C. Nichols & Mfs. Mansfield	Damages	for Plaintiff		25.-
750		Febr. 28	J.J. Henderson Am.	Deborah Everly et al.	compens. for legal services	Pending		
738	79.	Sept. 10	Chin Chin Chun Chin.	M.C. Nichols	Damages	for Plaintiff		135.50
731		April 22	Loo Jung Quong "	Knight & Yates	Monies held in trust.	" Defendant		140
737		Sept. 5	Fauchong "	A.A. Smith	Monies due on Contract	" Plaintiff		254 70
723		Febr. 22	W. Lester Engl.	Estate of E.M. Smith	Monies due	dismissed for want of prosecut.		38.-
732		May 5	J.P. Bissel "	do	Probate of Will	against Plaintiff		109 50
741		Aug 21	F.B. Forbes Hitch Am	do	do	withdrawn		302.-
3.	79	Oct 3	Mrs Lang Engl.	do	Monies due	for Plaintiff		19.-
3	78	Novr. 16		Estate of E.M. Smith	deceased			1230 55
1.		Jany. 10		" " John Symons	do			72 90
699.		Aug 12		" " H.N. Folsom	do			81 51
5.	79	Febr. 16		" " J.H. Armstrong	do			91 80
11.		Aug. 25		" " William Smith	do			21 80
13.		Decb 1		" " Christ. Schmidt	do			61 50
12		Sept 27		" " Thomas Allen	do	Pending		

Shanghai Apr

H. Lanthan

Marshal of the

[Form No. 137.]

D STATES CONSULATE GENERAL AT SHANGHAI CHINA.

1st day of January to the 31st day of March 1880, inclusive.

NATURE OF SUIT	JUDGMENT	AMOUNT OF FINE IMPOSED.	AMOUNT OF FEES CHARGED AND RECEIVED.	DISPOSITION OF FINES AND FEES.				APPEAL.			
				Court	Clerk	Marshal	Associates				
Consolidated causes of								Witness	Stenogr.	Int. Comp.	Advocate
Collision	agst. S.S. Tokelin		$ 431 65	25.–	117 70	87 70	60.–	12.–	100.–	20.–	9.25
Monies due	withdrawn		19.–		13 40	5 60					
do	Pending										
Damages	for Plaintiff		25.–		16 20	8 80					
Compens. for legal services	Pending										
Damages	for Plaintiff		135.50		38 10	28 90	18.–	Witness 1.50	Interpreter 29.00		
Monies held in trust	" Defendant		140		112 60	27 40					
Monies due on Contract	" Plaintiff		254 70	15.–	51 80	52 90	54.–	Stenogr. 54.00	Interpreter 27.00		
Monies due	dismissed for want of prosecut.		38.–		23 90	14 10					
Probate of Will	against Plaintiff		109 50	15.–	64 40	19 70		Advocate 10.40			
do	withdrawn		302.–		148 70	51 30		102.–			
Monies due	for Plaintiff		19.–		13 40	5 60					
deceased			1230 55		286 25	749 30		Person in charge of Estate for Time 195.–			
do			72 90		61 90	11.–					
e do			81 51	41 51	18.–	22.–					
hong do			91 80	20 55	25 10	43 15		Interp. 3.–			
ilk d.			21 80		15 80	6.–					
dt d.			61 50	0000	31 30	17 20		Interp. 3.–	Appraiser 10.–		
en d.	Pending										

Shanghai April 1st 1880

H. Bathan

Marshal of the U. S. Consular Court.

[Form No. 137.]

COURT OF THE UNITED STATES CONSULATE GENERAL AT SHAN

Return of Criminal **Suits from the** 1st **day of** January **to the** 31st **day of**

CASE.	DATE OF FIRST PROCEEDINGS.	NAME AND NATIONALITY OF PLAINTIFF.	NAME OF DEFENDANT.	NATURE OF SUIT	JUDGMENT	AMOUNT OF FINE IMPOSED.	AMOUNT OF FE AND RECE
7	Feb. 10	Chinese	Thomas Hollingsworth	Assault	Guilty.	$ 10,	$
1	Jan 2	Wm H. Lauritzen	Wm H. Lauritzen	Drunk & incapable	do	—	—
2	" 2	Captain	Wm Smith	Refusal of duty	do	—	$
3	" 2	do	E. Aplin	do	do	—	
4	" 2	do	James Ward	do	do	—	
5	" 2	do	Wm H. Lauritzen	do	do	—	
6	" 16	(John) Captain	John Devenny	Assaulting Police	do	—	
7	Feb 6	Police	Wm E. Radcliff	Drunk & do	do	—	
8	" 19	Captain	Harry Brown	Assault with deadly weapon	do	—	
9	" 19	do	George Forster	Refusal of duty	do	$ 5.	2
10	" 29	Police	John Christie	Drunk & incapable	do	—	—
11	March 3	do	H. Fries	Drunk & Assaulting Police	do	—	—
12	" 12	do	Wm Sullivan	unlawfully uttering Brl. Coin	Not Guilty	—	—
13	" 27	do	J Roberts	Drunk & incapable	Guilty	—	—
12	79. Aug 23	do & Chinese	Robinson	Assault & Battery	do		

Shanghai April

H. L. Latham

Marshal of the U.

[Form No. 137.]

ED STATES CONSULATE GENERAL AT SHANGHAI CHINA.

1st day of January to the 31st day of March 1880, inclusive.

NATURE OF SUIT	JUDGMENT	AMOUNT OF FINE IMPOSED.	AMOUNT OF FEES CHARGED AND RECEIVED.	DISPOSITION OF FINES AND FEES.	APPEAL.
Assault	Guilty.	$ 10	$ 36 20.	Clerk Marshal Interpreter Assessors Consulate 5 20. 3. 6 12. 10. — 36 20	
Drunk & incapable	do	—	—	Prisoner on board	Leave Amathyst
Refusal of duty	do	—	$ 4 90	Clerk, Marshal	do
do	do	—	4 90	do	do
do	do	—	4 90	do	do
do	do	—	4 90	do	do
Assaulting Police	do	—	—	sent on board	Ashuelot
Drunk & do	do	—	—	do	"
Assault with deadly weapon	do	—	18 10	Clerk 7 10 Marshal $11	30 days in Jail
Refusal of duty	do	$ 5.	23 00	. 7 10 . 11 Cl. 5.	Mary Whitridge
Drunk incapable	do	—	— 6 00	. 2 00 . 4 00	sent on board
Drunk & Assaulting Police	do	—	— 4 00	. — . 4 00 —	10 days Jail
unlawfully entering Bel. Cons.	Not Guilty	—	—	—	—
Drunk & incapable	Guilty	—	— 7 00	. — . 7 00 —	—
Assault & Battery	do		17 60	— 9 60 — 8 00 —	—

Shanghai April 1st 1880

H. L. Latham

Marshal of the U. S. Consular Court.

Mc Wood.

No. 116] March 31st 1880 United States Consulate General at Shanghai,

Mr. Bailey Consul General. to the State Department,

Subject:—

Rec'd May 5th 1880.

ABSTRACT OF CONTENTS.

Sends Accounts & Returns for First Quarter, 1880.

No. 116

United States Consulate General,

Shanghai, March 31st 1880

Hon. Chas. Payson

3rd Asst. Secretary of State,

Washington, D.C.

Sir,

Sir:

I have the honor to Enclose herewith my accounts and Stat't for the 1st quarter of 1880,

I have the honor to remain

Your Obedient Svt

Consul General

Mr Hood,
Acct'd May 4, 1880

No. 117] April 1 1880 United States Consulate General at Shanghai,

Mr. Bailey Consul General. to the State Department,

Subject:—

ABSTRACT OF CONTENTS.

Has drawn for Miscellaneous Expenses Account.

No. 117

United States Consulate General,

Shanghai, March 31st 1880

Hon. Chas. Payson

3rd Asst. Secretary of State,

Washington, D.C.

Sir,

I have the honor to inform you that I have drawn on the State Department for the sum of eight hundred & seventy-three 60/100 dollars, to balance my Miscellaneous Expenses Account for the first quarter of 1880

I have the honor to remain

Sir

Your Obedient Servt

Consul General

Ack Acknowledged May 4, 1880 W Wood

No. 1] April 1st 1880 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department,

Subject:— Transfer of office.

ABSTRACT OF CONTENTS.

After having handed over the Tientsin Consulate to Mr Pethick on the 23rd March 1880 and upon arrival here, having duly executed bond and oath of allegiance, assumed Charge of this Consulate-General on the 1st April 1880.

No. 1

United States Consulate General,

Shanghai, April 1. 1880

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to inform you, that having handed over charge of the Consulate at Tientsin to Mr Pethick on the 23rd day of March last, I left for this port to assume the duties of this Consulate-General, on the day following, and that upon arriving here I executed, as per your instructions, the bond and oath of allegiance before D. H Bailey Esquire, then Consul-General, forwarded to me in your despatch No 20, dated Jany 29th last, and

and that I have this day assumed charge of this office.

I am, Sir,

Your obedient Servant

O. M. Dimmy

Consul-General

Ack + submit for Secretary's approval
C. P.
Mrod
Acts May 14 1880

No. 2] April 2 1880 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department,

Subject:— Mr Denny's Of Consul General at Shanghai -

DEPARTMENT OF STATE MAY 14 1880 RECEIVED

ABSTRACT OF CONTENTS.

Transmitting bond and oath of allegiance for approval - and referring to Mr Denny's Origin and residence in the United States -

Enclosures

No 1. Oath of allegiance duly executed by Mr. Owen N. Denny as Consul General at Shanghai, before D. H. Bailey Esq

" 2. - Bond for $6000. - by Mr Owen N. Denny, Principal, and Messrs C. C. Bennett and D. C. Jansen Sureties -

No. 2

United States Consulate General,

Shanghai, April 2d 1880

Hon. Charles Payson

Third assistant Secretary of State,

Washington, D.C.

Sir,

Having accepted the office of Consul General of the United States at Shanghai, China, to which I have been appointed by the President, I beg to enclose for your approval my bond and oath of allegiance as requested in your despatch No 1 dated January 12th notifying me of my appointment. My residence is Portland, State of Oregon, I was born in the State of Ohio - was appointed from the State of Oregon and never resided in China prior

prior to my assuming the duties of a consul of the United States at Tientsin, China, September 20th 1877.

I am, Sir,

Your Obedient Servant

O. N. Denny

Consul General

Ack. C. T. Addy May 4, 1880 Mr Wood.

No. 4] April 3rd 1880 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department,

Subject:— Reinstatement of Messrs Lewis & Coffey.

ABSTRACT OF CONTENTS.

Messrs Lewis & Coffey were reinstated to their former positions, on the 1st of April 1880. in accordance with the Departments positive instructions.

No. 4.

United States Consulate General,

Shanghai, April 5th 1880

Hon. Charles Payson

Third assistant Secretary of State,

Washington, D.C.

Sir,

In answer to your despatch No. 51 dated February 10th 1880 - I beg to inform you that immediately upon my assuming the duties of this Consulate General, on the 12th instant, I reinstated Messrs Lewis and Coffey to their former positions in this Consulate in compliance with the positive instructions of the Department to my predecessor.

I am,

Sir,

Sir,

Your obedient Servant

O. M. Dewey

Consul General

Ack + note Feb'y 14. 1880 Wood

No. 3] April 5th 1880 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department,

Subject:— Advise of Draft on the Treasury.

ABSTRACT OF CONTENTS.

Advising having drawn $111.11 gold on the Secretary of Treasury for transit Compensation from Tientsin as per authority in desp. No 2. Jan'y 13th 1880.

No. 3

United States Consulate General,

Shanghai, April 5th 1880

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I beg to inform you that I have this day drawn my draft on the Secretary of the Treasury for the sum of $111.11 Gold, as transit Compensation from Tientsin to this port as instructed in your despatch No 2, dated January 13th 1880.

I am, Sir,

Your obedient Servant

O. N. Denny

Consul-General

Mr Wood.

Rec'd May 14, 1880

No. 5] April 5 1880 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department,

Subject:— St^te Depart^t Desp. N° 52 - Feb. 18^th/1

ABSTRACT OF CONTENTS.

Acknowledging the receipt of above despatch.

No. 5.

United States Consulate General,

Shanghai, April 5th 1880

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to acknowledge the receipt of your despatch No 52, dated February 18th 1880.

I am, Sir,

Your obedient Servant

O. N. Denny

Consul-General

Mr Wood

"Shanghai"

Form 2.

489 KY CABLE MESSAGE. 6 47 Pm

THE WESTERN UNION TELEGRAPH COMPANY.

All CABLE MESSAGES received for transmission must be written on the Message Blanks provided by this Company for that purpose, under and subject to the conditions printed thereon, and on the back hereof, which conditions have been agreed to by the sender of the following Message.

A. R. BREWER, Secretary. NORVIN GREEN, President.

No. Coarts | Received at Washington D C April 6th 1880

Washington

Please answer.

Denny

To Shanghai

Nr M S

(See other side.)

Recvd apl 7. 1880

Compare with last inventory
Rec'd May 14. 1880

No. 6] April 6 1880 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department,

Subject: Inventary of Govert Property at Shanghai

RECEIVED MAY 12 1880

ABSTRACT OF CONTENTS.

Transmitting Inventary as turned over by Mr. Bailey on the 31st March 1880.

Enclosure

Inventary of Government property at the Consulate General at Shanghai.

No. 6

United States Consulate General,

Shanghai, April 6th 1880

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to transmit herewith the Inventory of Government property as turned over to me by my predecessor, Consul General D. H. Bailey, on the 31st day of March 1880.

I am, Sir,

Your Obedient Servant

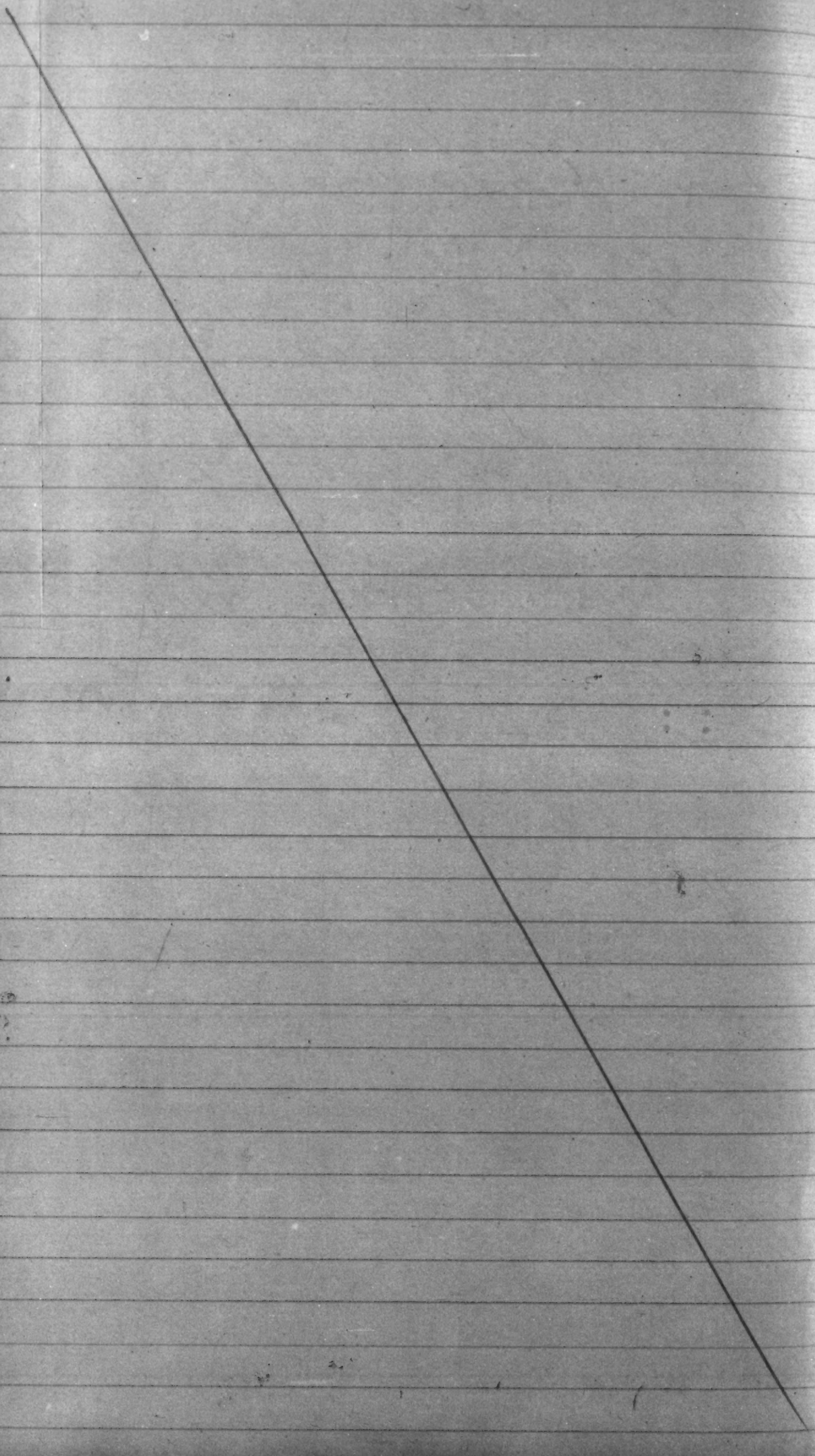
O. N. Denny

Consul General

Consulate General of the United States
at Shanghai, China. March 31. 188

We certify on this the thirty first day of March, the services of David H Bailey ceased, and he is entitled to his Salary or fees including said day; and that the services of O. N. Denny commenced the day following he having received the archives a full and complete inventory of which is hereto annexed as required by the Consular Regulations Chapter XXIII.

O. N. Denny ... U.S. Consul-General
David H Bailey ... late Consul-General



Loft.

3 Boxes Envelopes (partially filled)
1 Lot old Record Books (17)
Sundry old Wooden Stands
100 Paper Lamps
1 Lot Old Archives
1 " New Record books

Interpreters Room

1 Sign "Interpreter"
1 " "Land office"
1 Book Case, Glass Doors
1 Stove
1 Coal Scuttle
1 Letter copy Press Stand
1 Chinese table
1 " Stand
4 " Chairs
2 Cane Chairs
1 Writing Desk with Drawers
7 Maps
1 Writing Table.

Upper Hall

1 Lot Matting
2 Mats
1 Hat Stand
1 Sign Archives (Attached to Archive Room)
1 Court Calendar

Consular Clerks Room.

1 Sign "Clerk of Court"
1 " "Consular Clerk"
✓ 1 Book case, with Pigeon hole and Cupboard for bo
✓ 1 Safe
1 Lockbox for Papers (marked Smith Exh
✓ 1 Stand up Writing Desk & Pigeon hole box
✓ 1 Writing Desk, with Pigeon holes
✓ 1 Stationary Table with Pigeon Holes
1 Book case
✓ 2 Ballot boxes for Associates
1 Clock
2 Arm chairs with Cushions
3 Arm chairs
✓ 1 Letter Copy Press & Stand
2 1 Ink Stand
✓ 1 Call Bell
✓ 1 Ribbon Stamp
2 Paper Punches
1 Notarial Seal & 1 Consular seal (
2 Court seals
Commercial Relations (Volumes
Volumes Diplomatic Correspondence
Statutes at Large
1 Stove & Piping
1 Coal Scuttle
1 Gas Stand & Burner
1 " Bracket
1 " pendant (2 burners)

Court Room

1 Long wide Writing table
1 " Narrow " "
1 Large Table for Judge
2 Clerks Desks
6 Large Armchairs
13 Small arm chairs
1 Prisoners Bar
1 Witness Stand
1 Dais for Judge (with Carpet)
3 Ink Stands
1 Bible
1 Gas Stand with Piping
1 Pair Curtains & Cornices
1 Sign Consular Court.

Consul General's Rooms

1 Sign "Consul General"
2 Camphar wood Stands with Cupboards Doors for Stationery
1 Chinese Stationery Cabinet
2 Book Cases
1 Writing Desk
1 " Table
2 Easy arm Chairs
1 Tea tray
1 Waste paper Basket
1 Mat
1 Call Bell
1 Consular Seal
1 Date Stamp
1 Ink Stand and Various Office desk furniture
2 Engravings - (Presidents & V. Presidents)

2 Engravings Centennial Exhibition
1 Map of Asia
1 Perpetual Calendar
1 Coal Scuttle
1 Revolving arm chair and Cushion
1 American Grate
1 Gas pendant 2 burners

Lower Hall.

1 Piece Matting
3 Mats
1 Notice Board
1 American Coat of arms
1 Long wooden Bench
1 Hanging Gas pendant with Glass shade
1 Outside Hall Gas burner

General Office

1 Sign "Cashier & Shipping Clerk"
1 Bulletin Board
2 Pieces Matting
1 half square piece of Carpet, with Stair
1 small movable desk
1 U.S. Mail box & Pad-lock
1 Box for Naval Mail
1 Letter Copy Press & Stand
1 Stamp Table
1 Stationary Table
1 Stand up writing desk
1 High Chair.

1 Writing Desk, with Pigeon Holes & doors
1 Reading Arm chair
1 Stove
1 Gas Stand & Piping (Brass)
1 Picture ("Heaven born Banner")
1 U.S. Coat of arms - Embroidered -
1 Large Iron safe
1 Combination Safe
1 Set Pigeon Holes
5 Paper Files
1 Call Bell
1 Consular Stamp
1 Coal Scuttle
1 Date Stamp
1 Hand Stamp U.S. Consulate-General
Various office furniture
1 Paper Waste Basket
1 Teapoy
1 Tin Letter Box
1 Gas Pendant 2 burners
1 " bracket
1 " do for Reading

Vice Consuls Room

1 Sign "Vice & Deputy Consul General"
1 Stand up Desk
1 Large Writing Table
1 Chinese " "
3 arm chairs
1 Clock
1 Stationery Box
1 Picture - George Washington

1 Picture - G. F. Seward.
1 Large Fire-Proof Safe
1 Gas pendant 2 burners
1 " bracket for reading

Marshall Room

1 Sign - "U.S. Marshal" & Waiting Room
1 Writing Table
3 Chairs
1 Old Cabinet
1 Tin letter box
1 Map of Asia
1 Gas pendant - 2 burners

Post office

2 Small Stamp tables
1 Large folding Table
1 " Set letter boxes for Names.
1 " " " " alphabetical
1 " " boxes for Newspapers
1 Stand of shelves for Ships letters
2 " " boxes for Outports
Ink stamps - Dates &c. for letters
1 Small letter scale
1 Medium do
1 Large do
1 Paper file
1 Lock letter box
1 Gas pendant 2 burners
4 Brackets -

Yard

1 Flag staff with blocks & Halyards
3 Flags
1 Sedan chair

Jail office

1 Clock

Jail Corridor

1 Writing table
1 Chair

Jail Cookhouse

1 Cooking Range & cooking Utensils
1 Mantlepiece
3 small tables
1 Meat scale
7 Water Cangs
11 Filter

Outer Hall

1 Hanging lamp
1 Coat of arms
2 Old Mats

Inner Hall

1 Stove
√2 Reading tables
√2 Wooden Forms
√1 Book Case with glass doors
√1 Lot of Books

Cell No 1

1 Bedstead

Cell No 2

Cell No 3

1 Bedstead

Cell No 4

1 Bedstead

Cell No 5

1 Bedstead

Cell No 6

1 Lot Japanese Mats

Cell No 7

1 Bedstead

Cell No 8

1 Bedstead
1 Chair

Cell No 9

1 Bedstead

Cell No 10

1 Bedstead
2 armchairs

Corridor

1 Writing table
1 chair
1 Stove piping

Jail upper Hall

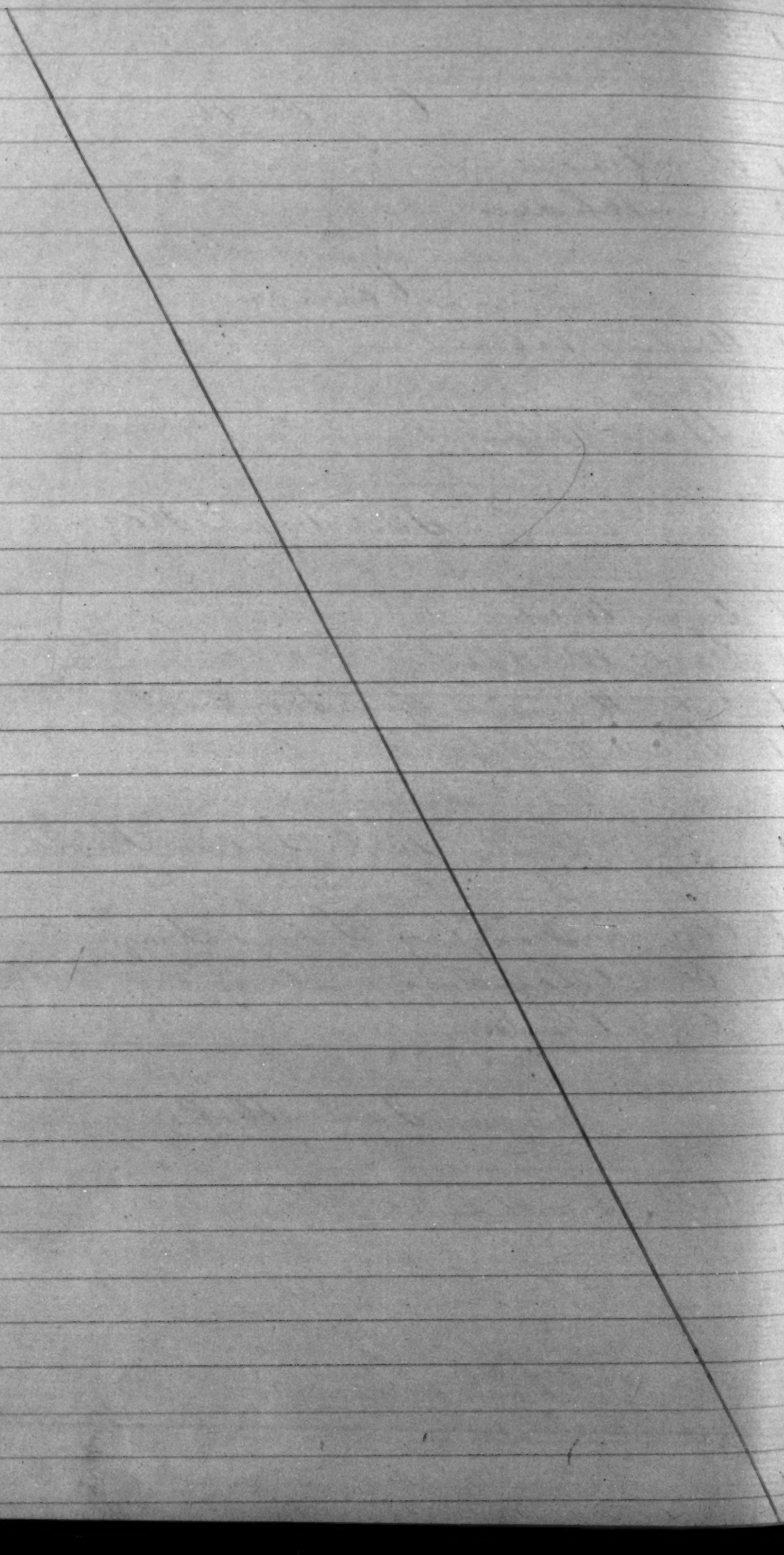
1 Door Mat
1 Roll Matting
VI Set Hand & Leg Irons
1 Set of Keys

Jail Store Room

2 Canisters for Tea & Sugar
12 old Blankets
6 old Beds

Jail W.C.

6 Cell Buckets.



Consul Generals Office (additional)

23	Vols	Howards reports
12	"	Blacks "
1	"	Elliots Diplomatic Code
1	"	U.S. Revenue Laws
14	"	Wallaces reports
1	"	California Codes
1	"	" Penal "
2	"	" Civil "
2	"	" Political "
2	"	" Civil Procedure
1	"	Deady's reports
1	"	Sawyers "
2	"	Chitty's Blackstone
1	"	Wendalls "
9	"	Opinions Attorney General
14	"	Encyclopedia American
1	"	Institutions to Consuls 1855
2	"	Bishop on Commercial Law
4	"	Kents Commentaries
1	"	Benedicts Admiralty
1	"	Hyde's Digest
2	"	Russell on Crimes
3	"	Parsons on Contracts
1	"	Cushings Treatise
3	"	Greenleaf on Evidence
2	"	Story on Contracts
3	"	" " Constitution
1	"	Abbott on Shipping
1	"	Gould's Pleadings
1	"	Law of Shipping
1	"	Missouri Farm book
1	"	U.S. Navy Laws

✓ 1	Vol.	Westalls Insurance
1	"	Farm Book
1	"	Business mans lawyer
✓ 1	"	English & French Dictionary
✓ 1	"	Websters' Dictionary
✓ 3	"	Brightlys Digest
✓ 1	"	Chitlys on Contracts
✓ 2	"	Bouviers Law Dictionary
✓ 1	"	Prize Cases
1	"	Commercial Digest
2	"	Parsons Maritime Law
✓ 1	"	Storys on Agency
✓ 1	"	Jacobsons Sea laws
✓ 2	"	Storys Equity Jurisprudence
1	"	China and Compulsory enlistment
✓ 42	"	Annals of Congress
✓ 1	"	Rights and duties of Seamen
1	"	Secret Service Baker
✓ 1	"	Customs Regulations 1874
✓ 1	"	Treaties and Conventions betw: U.S. and other powers
✓ 1	"	New Clerks assistant
1	"	Digest of Opinions on International
1	"	1867 Bankrupt law
✓ 1	"	Paleys law and principal Agent
1	"	Hunt's U.S. Import duties
1	"	U.S. Consular Regulations 1868
2	"	Revised Statutes of United States 18
✓ 20	"	N. C. Herald Supreme Court and Consular Gazette
15	"	Miscellaneous & newspaper reports
32+20	"	Commercial relations
20+18	"	U.S. Statutes at large
✓ 5	"	Geneva arbitration

59 Vols Miscellaneous
3 " Gt Consul U.S.
1 " China 1853-7
1 Lot Stationary
1 Envelope & paper case
2 Dockets baskets
8 Cups & saucers
1 Lot official envelopes
1 large lot of Customs reports and other pamphlets
1 Vol Lincolns assassination
67 Vols of official Correspondence of this Consulate (bound)
3 " Old letters received and sent
22 " " Books

Consular Clerks' Room
(additional)

1 Book Cash account Court Cases
1 Copy press & stand
6 " " Books
4 Vols Record Consular Correspondence
2 Old Dockets, 1 Lot letters sent & received
1 Old Probate Ledger
1 " Record Book Legation & Departments
1 Shelf Book & stand [Correspondence
17 Vols U.S. Statutes at Large
130 " Diplomatic Correspondence
1 Court Minutes proceedings book
1 Civil Docket
1 Probate Docket
1 Criminal Docket

2 Record State Department Correspondence
13 Vols Consular Correspondence Loose
2 Copies Consular Regulations 1870 & 18
1 Copy Court Regulations in Small Sh
1 Set Brass weights

Passports

1 Passport Book
Passports Nos 260 to 264 inclusive
and 267 to 276, inclusive, ma
altogether 15-

Ack

Mr Wood

No. 7] April 10th 1880 United States Consulate General at Shanghai,

Mr. Denny Consul General. Acts Sept 21. 1880 to the State Department,

Subject:— Consul Scruggs' Despatches.

ABSTRACT OF CONTENTS.

Mr Scruggs despatches mat in accordance with regulations.

No. 7

United States Consulate General,

Shanghai, April 10th 1880

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

The Consul at Chinkiang seems to be too great a man for any ordinary position. In his communications purporting to be official he signs them as William L. Scruggs, I returned one of these for his official signature thinking that in the press of business he had forgotten to sign it officially and requested him to do so, but he sent it back without so signing. In the future, unless

unless the Department instruct me otherwise. I shall receive no communications from the office purporting to be official signed "Scruggs" or "William L. Scruggs"

I am, Sir,

Your Obedient Servant

O. M. Denny

Consul General

ACK June 21. 1880

No. 8] April 19th 1880 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department,

Subject:— Act of Congress passed in August 1856.

ABSTRACT OF CONTENTS.

Endorses Mr. Scruggs suggestions and reasons for the repeal of the above law.

No. 8

United States Consulate General,

Shanghai, April 19th 1880

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

Referring to Mr. Scruggs's despatch No. 34 in regard to the act of Congress passed in August 1856 requiring Consuls to make oath to their # quarterly returns, I beg to endorse the suggestions made therein by Mr. Scruggs as well as his reasons for asking the repeal of the law referred to.

I am, Sir,

Your obedient servant

O. N. Denny

Consul General

Bureau of Accts

Rec'd Letter 21. 1880

No. 9] April 22 1880 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department,

Subject:— Salary for temporary interpreter at Canton

ABSTRACT OF CONTENTS.

Transmits Mr Cheshire's N° 113 and endorses the accounts for the payment of the above

Received May 21. 1880

Approved

No. 9.

United States Consulate General,

Shanghai, April 22 1880

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to enclose herewith Mr. Cheshire's dispatch N° 113 with his accounts for salary paid Mr. Kuei Yun as temporary interpreter.

I beg to endorse the accounts and recommend their payment.

I am, Sir,

Your obedient servant

O. N. Denny

Consul General

Ack Wood

No. 10] April 24th 1880 United States Consulate General at Shanghai,

Mr. Denny Consul General to the State Department,

Subject:— Mr Scruggs signature

Acts Sec'y of State, 1880

DEPARTMENT OF STATE RECEIVED MAY 8 1880

ABSTRACT OF CONTENTS.

Refers to despatch N° 7 on the above subject, and after the explanations received from the Consul at Chinkiang Mr Denny will not insist upon Mr Scruggs changing his signature.

No: 10

United States Consulate General,

Shanghai, April 24th 1880

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

Since forwarding my despatch N°7 in regard to the way in which Mr Scruggs the Consul at Chinkiang signs his official despatches to this office, I have received his explanation, which, had I received in time, would have saved this correspondence, as it was his seeming neglect to reply that caused me to refer the matter to you.

Mr Scruggs adds that if I still wish him to pursue a different course in this matter to that heretofore pursued by him in his official correspondence with this Office, the Legation, and the Department of State, that he will comply.

In view of all the circumstances, if agreable to

to the Department, I will not go now insist upon his doing so.

I am, Sir,

Your obedient servant

O. M. Drury

Consul General

Report

No. 11.] April 26th 1880. United States Consulate General at Shanghai,

Mr. Denny, Consul General, to the State Department,

Received June 21. 1880
Answered July 7 1880

Subject:— Necessity for further clerical assistance in the Consulate General.

ABSTRACT OF CONTENTS.

Inadequacy of present clerical force for the work, their being now only two persons to perform the duties which under the administration of Mr. Seward required four for their discharge, although the business of the office has greatly increased. Application is therefore made for assignment of at least one of the thirteen consular clerks provided by law.

No. 11.

United States Consulate General,

Shanghai, April 26th 1880.

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I beg to call your attention to the fact that the clerical force of this office is entirely inadequate for the work. Under Mr Seward's administration there were four men employed to do the same work that two are now obliged to do, notwithstanding the fact that the business of the office is much greater now than it was then, and is constantly increasing. Had it not been for two German convicts confined in this Consular jail who are good copyists, — Mr Bailey says he does not know how he could have possibly got on. This aid

I

I am now using, but unfortunately for me their time will expire in about three months, and then I have no idea how I am to do the business of the Consulate with the present force.

I earnestly request, therefore, that I may be assigned at least one of the thirteen Consular Clerks provided by law.

I am, Sir,

Your obedient servant

O. H. Dresser

Consul General

Examined

Dis. Dec. June 15/80

No records of seamen found. Informed inquirer June 16th, 1880

No. 12] April 28th 1880. United States Consulate General at Shanghai,

Mr. Denny, Consul General, to the State Department,

Subject:— The crew of the German Barque "Baltimore".

DEPARTMENT OF STATE JUN 8 1880 RECEIVED

ABSTRACT OF CONTENTS.

The information required by the Department respecting the crew of the German Barque "Baltimore" cannot be furnished, the Seaman's Register for the year indicated having been forwarded to Washington. The Department is therefore referred to the Register itself.

No. 12

United States Consulate General,

Shanghai, April 28th 1880.

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to acknowledge the receipt of your dispatch No. 54, requesting information regarding the crew of the German Barque "Baltimore", and in reply I have to inform you that the Seaman's Registers for the years 1858 to 1876 inclusive were forwarded to the Department of State by Mr. Stahel while in charge of this office, as appears by his dispatch No. 85, of June 20, 1878, and have never been returned; in view of which fact, I am unable to

furnish

furnish the desired information.

I am, Sir,

Your obedient servant,

O. M. Dennis

Consul General.

Express regret at the resignation of this
officer, & suggest that upon the retirement
of Tufoychow, the C. Gen may be authorized
to appoint Mr. Cowles

No. 13 April 19th 1880. United States Consulate General at Shanghai,

to the Interpreter of Mr. Denny, Consul General, to the State Department.

Subject:— Vacation by Mr Macleay of the post of Chinese Interpreter in the Consulate Gen.

ABSTRACT OF CONTENTS.

The present Chinese Interpreter to the Consulate General having resigned his post, the office will be without the services of such an official from the end of the current month. The duties of the position being of a responsible and onerous nature, there must necessary be a difficulty in securing and retaining the services of an efficient and upright officer unless at an advanced salary or there be reasonable prospects of his advancement in the service.

Received May 21, 1880

No. 13.

United States Consulate General,

Shanghai, April 29th 1880.

Hon. Charles Payson

2nd Assistant Secretary of State,

Washington, D.C.

Sir,

I regret to say that at the end of this month, this Consulate General will again be without the services of an efficient interpreter. Mr Maclay has resigned the post, to better his pecuniary condition.

The office of Interpreter here is a most responsible one, as it is a part of his duties to represent the Consul General in all proceedings before the Mixed Court. Hence, if that officer is either corrupt or deficient

deficient in a thorough knowledge of the Chinese language, this office is liable to become involved in the most serious complications. I may add that I see no way of retaining the services of such a man for any considerable time without either an increase of salary or a reasonable chance for advancement in the service.

I am, Sir,

Your obedient servant

O. N. Denny

Consul General

Referred to Mr. Hubbard
Rec'd and Referred
Attorney
Aug 9. 1880
C. P. Aug 6 1880

No. 14] April 29th 1880. United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department,

Subject:— United States vs. James. Burman.

ABSTRACT OF CONTENTS.

Commenting on the action of the British Court. and the British Consul in the case. and inclosing copy of proceedings opinion. judgment &c. in the case

Inclosures.

No. 1. Copy of proceedings. opinion and judgment in the case of the United States. vs. James. Burman.

No. 14

United States Consulate General,

Shanghai, April 29 1880.

Hon. Charles. Payson.

Third assistant Secretary of State,

Washington, D.C.

Sir,

I beg to forward to you the proceedings, my opinion and judgment in the case of the United States versus James. Berman. an American citizen charged with the willful murder of Isabel. Hope alias George Knight a British subject at this Port on the 30th. day of march. last.

The case has excited more than ordinary interest in this Community on account of the peculiar circumstances surrounding it. The Defendant was a marine on board of the United States

Ship

ship "Manacacy". While on shore on the day named he became involved in a drunken quarrel in which the deceased was knocked down and kicked by the Defendant, from the effects of which he is supposed to have died.

Some of the British authorities seem to have taken a lively, and I may say an offensive and indecent interest in the case from the first as evinced by the verdict of a British coroners. jury, returned against an American citizen for the crime of wilful murder under the instructions of the assistant-Judge of the British Supreme Court. for China.- It is due however to the British Consul to say that his conduct in regard to the matter was unexceptionable. On account of the

the interest manifested in the case, and for my own assistance and satisfaction I appointed - without compensation - as Prosecutor for the People of the United States Mr. Brayton a British Barister and Crown Advocate - who conducted the prosecution with the utmost fairness and impartiality.

I trust my action in the premises will meet the approval of the Department.

I am, Sir.

Your obedient Servant.

O. H. Perry

Consul General.

At the United States Consulate-General yesterday morning, the marine James Brennan, from the U.S. corvette *Monocacy*, now confined in the Consular gaol awaiting his trial on a charge of wilful murder, was brought before O. N. Denny, Esq., Consul-General, on remand from the 16th instant. Messrs. W. H. Carr, C. P. Blethen, R. F. Eastlack and C. H. Hutchings, the Associates drawn at the previous hearing, were duly sworn. In answer to a question from the Court, Mr. Myburgh, who appeared to prosecute, said he understood that Mr. Henderson, the prisoner's Counsel, intended to apply for a postponement of the trial in order to prepare his case, and that he should not oppose that application, as he thought it only right the prisoner should have every facility for defending himself. Mr. Henderson said that Mr. Myburgh's statement was correct, and he asked that the case should not come on before Friday. The Court assented to Mr. Henderson's wish, and the prisoner was further remanded till ten o'clock on Friday morning.

IN THE U.S. COURT FOR THE CONSULAR DISTRICT OF SHANGHAI.

Shanghai, 23rd April.

Before O. N. DENNY, Esq., *Consul-General, sitting as Judge*, and Messrs. C. P. BLETHEN, R. F. EASTLACK, W. H. CARR and C. HUTCHINGS, *Associates*.

UNITED STATES *v.* JAMES BRENNAN.

Charge of Wilful Murder.

Mr. A. MYBURGH, Acting Crown Advocate of H.M.'s Supreme Court, under a special order of the U.S. Court, conducted the prosecution.

Mr. J. J. HENDERSON appeared for the prisoner.

The prisoner, James Brennan, who is a marine on the U.S. corvette *Monocacy*, was charged for that "on the 30th day of March, A.D. one thousand eight hundred and eighty, at the city of Shanghai, in the Empire of China, within the jurisdiction of this Court, did feloniously, wilfully, and of his malice aforethought, kill and murder one Caleb Hope, *alias* George Enright, *alias* "Buffer," by kicking and beating the said deceased contrary to the statutes of the United States in such cases made and provided, and against the peace and dignity of the people of the United States of America.

At a previous hearing the prisoner pleaded "Not Guilty."

Deceased was a British subject and at an inquest held on his body by H. S. Wilkinson, Esq., Coroner, and a Jury consisting of Messrs. H. T. Allan, E. Byrne and J. M. Cory, a verdict of "Wilful Murder" was returned against James Brennan. The evidence then adduced was fully reported in our columns, with the exception of that given by Dr. Henderson; and we now confine our report of the case to the evidence of the witnesses we have not published, together with the closing speeches of the respective Counsel.

Mr. A. MYBURGH, in opening the case, asked the Court and the Associates to disabuse their minds of the proceedings that had taken place elsewhere, and of anything that had appeared in the local prints in connection with the case. Anything they had heard or read should not be taken into consideration to the prejudice of the prisoner; their judgment should be formed upon the evidence to be given and the proceedings of this Court alone. He then gave the details of the case, which, briefly put, are that on the night of the 29th March Brennan, the deceased, and John Devanny, were sitting drinking and talking in Devanny's house on the Soochow Creek, when Brennan accused the deceased of attempting to stow away the bottle of gin they were obtaining their liquor from. A scuffle

ensued, in the course of which it is said Brennan struck and kicked the deceased, who begged him to desist abusing him, but Brennan took no notice of his entreaties. Immediately after the scuffle, deceased left the house. Brennan, it seems, followed him; and it is alleged that he again tried to assault him in the street. Deceased returned to Devanny's house the next morning, and complained of pain in the lower part of the belly. Getting worse he was removed to the General Hospital where he died the same day. The witnesses were ordered out of Court, the first called being

Dr. HENDERSON, who deposed—I am a doctor of profession, practising in Shanghai. I remember the 30th March last. On the afternoon of that day I visited the General Hospital about a quarter to four o'clock, when I saw the body of a man who had been brought there shortly before I arrived. He had just died. Sergeant Skinner was there, and two or three other men who had assisted to bring the man were also present, as well as the Hospital assistant. I made an examination of the body. I did not know the man's name of my own personal knowledge. I made two examinations—first, a superficial examination, and afterwards a *post mortem* examination. At the superficial examination made on the day when I first saw the body, the day the man was first brought to the Hospital, I found no marks of violence with the exception of two small superficial abrasions on the left breast below the nipple, and a superficial cut behind the right ankle. The body appeared to be that of a healthy man. It was not emaciated, but well developed. There were no other external marks of violence. On the afternoon of the next day I again saw the body and made a *post mortem* examination. The body was then discoloured in patches and the scrotum was swollen up and distended with what turned out to be gas. On opening the belly at the *post mortem* examination gas issued from the wound. The gas was fetid, and along with this gas a coffee-coloured fluid escaped from the belly. This fluid was putrid and very offensive. The intestines appeared manifestly congested. A careful search was made to find any source for this fluid other than the peritoneum, but nothing was found. The rest of the body was carefully examined, including all the other organs, and the skeleton for any fracture of the bones. No other injuries were found, and all the organs appeared to be sound. I can give minute details of the examination of each organ if it is desired.

Mr. MYBURGH—I don't think it is necessary to go into details. Did you arrive at any conclusion as to the cause of death?

Witness—I thought the man had died from peritonitis.

What is peritonitis?

Inflammation of the lining membrane of the belly, the membrane which envelopes the intestines and other viscera, and lines the abdominal walls. I thought it necessary to suppose that death had been accelerated by shock.

What are the causes that produce peritonitis?

They are very various. Peritonitis may arise from "catching cold," from any injuries or wound of the peritoneum, such as a stab or cut. It may arise from the escape of the contents of any of the organs of the abdomen, as when the contents of the bowel escape through an ulcer in typhoid fever. You can have it as the result of a cancer of the peritoneum, or an abscess of the liver. In point of fact anything which acts as an irritant or a foreign body may set up peritonitis.

Could you in this case assign any cause for the peritonitis as the result of the *post mortem* examination?

No. I could not find any rupture in any of the viscera by which their contents had escaped into the cavity. I looked for traces of an echinococcus cyst or an abscess, or a rupture, but I failed to find any of these things.

So it could not have arisen from any of the causes you have mentioned?

I failed to find that it arose from any of these causes.

You say that the peritonitis could have been caused by a blow?

I did not say that exactly. I failed to find any sign of external violence.

Have you found cases of death from peritonitis without there being indications of external violence?

Such cases have been recorded, but one has not come under my own personal knowledge. I had to account for the fluid, and, considering the early stage of the peritonitis, I thought that such fluid, in such quantity, could not have been produced by the peritoneum alone. Neither did it possess the character of fluid secreted by an inflamed peritoneum, but I could not find any other source for its production.

What would have been your opinion if you had known that the man had received violent treatment about twelve hours previous to the time of his death?

I should have thought this a possible cause of death.

And a probable cause?

Yes, a probable cause.

Supposing the peritonitis had existed some little time previous to the time of the man's death, and he received a severe shock, do you think it would have accelerated his death?

A severe shock following peritonitis would certainly accelerate death.

Does peritonitis always result in death?

No.

But if a man has peritonitis, and he receives a shock, is that shock likely to cause his death?

It is likely to seriously affect his existing disease.

And you say this shock could have been caused without any signs of violence being apparent on the outside of the body?

I say such cases have been recorded, but one has not come under my personal knowledge. I should say they are rare. The shock I refer to is not the shock of the blow, but the shock which results from a sudden escape of a fluid into the cavity of the peritoneum. What I mean is this. Supposing in the course of typhoid fever one of the ulcers in the bowel gives way, and the contents of the bowel escape into the peritoneal cavity, the patient becomes "collapsed," as we term it. He suffers from a severe shock, from which he may never rally sufficiently to allow of peritonitic inflammation to develope.

Supposing a man who is suffering from peritonitis is kicked about the region of the stomach, how soon after that will the escape of the fluid into the stomach take place—immediately or some time after?

I do not quite understand. When the peritoneum is inflamed it secretes fluid as the result of the inflammation, but that fluid would not possess the same character as the fluid I found in this man's belly. All serous membranes secrete fluid when they are inflamed. When the serous covering of the lung suffers you call it pleurisy, and the resulting fluid pleuritic fluid. The fluid I found in this case was, in my opinion, too great in quantity and differed in quality from the fluid which I should have expected to find in a peritonitis which had not passed beyond the stage of congestion. I therefore supposed that it had been augmented, or even entirely derived from some other source than the peritoneum itself.

You have said that the body in other respects was that of a healthy man?

Yes.

And you saw some sign of violence on the nipple of the breast?

Nothing to which I attached importance, merely two superficial abrasions. I ought to tell you what I regarded as a curious fact at the *post mortem*. The rigidity which occurs in all bodies after death was preserved in a well-marked degree. Yet the tissues, especially the tissues connected with the abdomen, had softened, and appeared to be decomposed. The discoloration might have been the result of decomposition. The fluid removed from the belly was quite putrid.

Then you don't think this discoloration arose from acts of violence or kicks?

No, I do not think so. The œdema might have been the result of the peritonitis, and discoloration due to decomposition or the action of the bowel gases.

The COURT—After the injury, or death, how long would it take this stage of decomposition to be attained?

Witness—I regard it as as a curious fact. We believe that decomposition does not set in until after the *post mortem* stiffness has disappeared. In this case, the *post mortem* rigidity was well marked. There is no doubt about the fluid being putrid. When examined by the microscope, it was found to contain cells derived from the lining of the peritoneum, fibrin, a reddish brown pigment, and numerous cells derived from the blood. I examined it specially for traces of echinococcus but could not find any. Decomposition sets in sooner and is more marked in cases of peritonitis than in death from other causes. The *post mortem* was only made the day after the man died. He died at 3.45 p.m. of one day, and the *post mortem* was made at 3 p.m. of the next. Still it was a very hot day.

Supposing the man had been severely kicked about the region where you saw the black marks, do you think you would have noticed any discoloration on the first examination?

I should have expected to have found marks of external violence. When I say cases have occurred of death resulting from peritonitis without there being external marks, I speak only from books. I have never seen such a case myself and should say they are rare.

Cross-examined by Mr. HENDERSON—You saw this man immediately after death?

Yes.

Supposing he had been kicked, would not the marks have been discernible some time after?

In a severe case of kicking, one would expect to find some marks on the skin.

The COURT—It is a matter of common knowledge that the marks of a severe blow are apparent the next morning. One would expect to find the parts swollen or discolored.

Witness—There is an effusion of blood into or under the skin if the blow is sufficiently severe. A blow may not be sufficiently severe to make any bruise or discoloration at the time it is given, but the discoloration may set in afterwards. A severe blow would be followed by an effusion of blood into or under the skin immediately after it was given.

Mr. HENDERSON—Is it not sometimes the case that fluid such as you describe in colour comes from a diseased liver?

Witness—A diseased liver might be the cause of dropsy of the peritoneum, but that fluid would not have the character of the fluid I found in the cavity of the peritoneum in this instance.

In what respects would it differ in character?

Fluid from a dropsical peritoneum is clear, colourless, or light yellow, and not so thick as this fluid. The products of inflammation would add to the colour and thickness of a dropsical fluid.

Have you ever known a case of dropsical fluid possessing the colour which this fluid possessed?

I have seen a dropsical fluid connected with disease of the ovaries which had somewhat the character of this fluid, but I always regarded that as having the products of inflammation added to it.

You are doubtless familar with Dr. Bristowe's Works. If he says a fluid of the colour you describe comes from a diseased liver, would you doubt him?

I have no right to doubt any statement made by Dr. Bristowe.

If such a case is reported, and has not come within your own knowledge, you would have no right to doubt it?

No.

Would you describe, Doctor, what rheumatic peritonitis is? Would it produce death?

Yes. Rheumatic peritonitis is in one sense equivalent to peritonitis which occurs independently of any disease. It is said to arise from cold and exposure.

Did you find any symptoms of rheumatic peritonitis?

I do not think this was a case of rheumatic peritonitis.

Are you absolutely certain that this condition of the peritoneum you have described could not have been produced by idiopathic peritonitis?

I do not think it could. I do not think idiopathic peritonitis would produce the fluid of the character and quantity I found, and yet not be advanced beyond the stage of congestion.

What do you mean by idiopathic peritonitis?

It is simply a peritonitis occurring independently of any other disease. Suppose a man is exposed to cold and wet and gets inflammation of the peritoneum as a result, he is said to have idiopathic peritonitis.

Why do you not think idiopathic peritonitis might have caused his death?

Because I do not think such an inflamed peritoneum could have secreted such a

quantity of fluid of such peculiar character and yet have advanced no further than the stage of congestion. The first stage of peritonitis is congestion, the next, a deposit of lymph of the surface of the viscera matting and binding them together. In this case I only found congestion. Therefore I feel bound to regard the peritonitis as in an early stage.

Was there not sufficient time for blood to accumulate by general effusion?

I do not think it likely that hæmorrhage in the peritoneum would have occurred to such an extent without rupture of a blood-vessel. By the time 40 or 50 ounces of fluid had been secreted, I think the bowels would have matted together, and the disease very well defined. It was the absence of this which caused me to suppose that the fluid was derived from some other source.

Supposing there was dropsy of the peritoneum at the time, would not that account for the quantity of fluid?

Yes, but not for the quality of the fluid.

Then would any other cause account for and produce enough blood to colour this fluid, independent of any external violence?

Inflammatory products from the surface of the peritoneum, added to a pre-existing dropsical fluid, might give a fluid of the character I saw.

What is the meaning of a hydatid cyst?

A hydatid cyst is the early stage of a parasite which when matured lives in the bowels of the dog and wolf. In the human body it exists as a cyst, or short sac, into the interior of which the heads of the young parasite protrude. These heads are armed by a circle of minute hooklets.

What induced you to search for it in this case?

I searched for the hooklets and also for fragments of the cyst.

What suggested to you to make the search?

In the first place, I could not account for the fluid. I did not think the condition of the peritoneum sufficient to account for it, and I could not find a rupture of any organ from which it might have escaped.

As a matter of fact, were you not disappointed at having heard that this man had been kicked in the stomach, and at finding no evidence of kicking or violence there?

I consider it unsatisfactory as far as the *post mortem* is concerned.

Is it not a fact that fluid escaping from such a cyst would produce peritonitis and death?

I think so. It would be a very dangerous thing. A man might recover, but it would be a very dangerous accident.

Does it require any great external violence to rupture such a cyst?

That depends on the thickness of the cyst walls. It might be ruptured by very slight violence. A case occurred in the Edinburgh Hospital the year before last, where fluid was found in the cavity of the belly. A man had died with symptoms of peritonitis, and on examining the fluid with the microscope the hooklets and the parasites were found, accounting for death. The fluid was carefully examined in the present case, and we failed to find such traces.

Did you find any traces of a cyst?

No.

Were the conditions of the search favourable or unfavourable? You have spoken of the advanced stage of decomposition, and was there anything to render the search to unfavourable?

It could not be called advanced decomposition, but the conditions were certainly unfavourable.

Was it possible for a cyst or the remains of a cyst to exist and you fail to find it?

Yes.

Are you at present in charge of the General Hospital?

Yes.

Do you know whether the deceased was an inmate of the Hospital during the months of September and October last year?

I was at Home then, but I believe he was in the Hospital, as his name appears in the Hospital Book.

Can you produce the Hospital Register?

Yes.

How long would it take you?

I have my carriage outside, and I should simply have to go and fetch it.

Would that register show what he suffered from?

It would show that he was suffering from hepatitis, that is, inflammation of the liver.

Mr. HENDERSON (addressing the Court), I may state I have no other evidence to prove this. Dr. Little, who was in charge of the Hospital at the time has gone Home, and Dr. Henderson is now in charge of the Hospital. This is the best secondary evidence I can produce. I presume it will be unnecessary to show that Dr. Little is absent. My object is to prove that the deceased was in the Hospital with a diseased liver last year, and seriously so, and connecting it with this case, it is a possible explanation of the fluid found in his stomach.

The COURT—The man might have been in the Hospital last October, and still be in good health in March last.

Mr. HENDERSON—I propose to produce the evidence to show that he was in the Hospital with disease of the liver, because it is a possible explanation of what has not yet been satisfactorily explained. Mr. Myburgh might agree to the admission of the evidence, or admit the fact.

Mr. MYBURGH—Will the register show anything more than that he was suffering from inflammation of the liver?

Witness—The entry gives his name, his age, the date of his entrance into the Hospital, the date he went out of the Hospital, and his disease; the last in the hand-writing of Dr. Little. I have a copy of the entry. His name is entered as George Enright. He entered the Hospital on the 21st September, and left on the 27th October, and the disease is marked as hepatitis.

Mr. HENDERSON—I think you will see there is necessity for me to have this evidence. I want to show that he was in the Hospital with a bad liver, and that he was in a bad state of health from that time.

The COURT—Have you any objection to offer to this evidence, Mr. Myburgh?

Mr. MYBURGH (to witness)—Have you examined the register?

Witness—I have.

Mr. MYBURGH—Then that will be enough. I don't object.

Mr. HENDERSON (to witness)—You say he was in the Hospital last year?

Witness—He was an inmate of the Hospital from the 21st September until 27th October, 1879, and his disease was inflammation of the liver.

The COURT—And you admit that, Mr. Myburgh?

Mr. MYBURGH—Yes, I offer no objection.

Mr. HENDERSON (to witness)—In your opinion was the discoloration of the fluid necessarily blood?

It contained the elements of blood.

Was it necessarily blood or not?

I cannot say positively that it was effused blood.

Might not the discoloration be produced by the *post mortem* changes?

The putrefaction might alter its colour.

Would not absence of any marks of violence on the peritoneum suggest the idea that the fluid came from some other cause?

I thought that the fluid came from some other source than the peritoneum itself.

Re-examined by Mr. MYBURGH.—Was the liver in a healthy condition?

It was in a healthy condition, with the exception of old-standing adhesions, developed apparently in connection with syphilitic disease.

Do you think the previous complaint of inflammation of the liver could have produced the state of the stomach in which you found it?

Do you mean the fluid in the peritoneum?

Mr. MYBURGH—Yes.

Witness—I think not.

Mr. MYBURGH—I believe you have stated you made an examination for the hooklets of the parasites you speak of.

Yes.

And I suppose you were very careful?

Yes. Very careful.

Mr. HENDERSON—Did you use a microscope?

Yes.

Is it possible they might have existed without your finding them?

Yes.

I should like you to describe the peritoneum. I am not very well acquainted as to what it is.

The peritoneum is a closed sac which lines the belly, covers the intestines, liver and stomach, &c., and attaches those organs to the wall of the abdominal cavity. It is what we term a serous membrane.

Is it near or far from the exterior?

It depends upon the thickness of the abdominal walls; an inch or an inch and a half. In some cases there is more fat than in others, then it is of course more deeply placed.

Was the deceased a fat man?

He was a well-nourished man, but not fat.

Mr. BLETHEN.—You have said that a blow might be given without discoloration?

Witness—That is, if there were not sufficient force to cause an effusion of blood. When a man is hit in the face, over the eye, the blow comes against the bone, and there will be discolouration. But a blow in the stomach with the same force would not, I think, necessarily produce discoloration, because there is no underlying hard substance as there is in the face.

Then it is possible for a man to have a blow on the belly and leave no mark—a pretty hard blow?

I believe it is.

Mr. HENDERSON—Do you know whether the deceased had any clothes on, when he is said to have been kicked?

Witness—I do not know.

John Devanny, Mary Berry, John McGinley, Robert Brown, Charles Wheeler, and Lee Yam-gee, the witnesses called at the Inquest, were then examined, and their evidence was similar to that fully reported in the *North-China Herald* of the 10th inst. Their examination occupied the greater part of the afternoon and closed the evidence on behalf of the prosecution.

Mr. HENDERSON, in answer to the Court, said he had no witnesses to call but the accused.

JAMES BRENNAN, sworn, said, (after being cautioned by His Honour that he would be obliged to answer any questions that might be put to him by Counsel)—I have heard the evidence that has been given in this case. About 8.30 p.m. on the evening of the 29th March I was in the Oriental Tavern. McGinley and Devanny came there and invited me to go to their house to see what sort of a place it was. I did not want to go at first, but they finally prevailed on me, and I went. When we got there, there was half a bottle of gin on the table. Mrs. Berry, the witness Brown, and "Buffer" were there. I had never seen "Buffer" before, and I only knew him by that name. We drank from half to three-quarters of a bottle of gin, and then Devanny sent for another bottle. "Buffer" went to the Oriental Tavern for it. He was gone about an hour, and as he did not return, Devanny went to look for him. He was away about 20 minutes. We drank half of that bottle. Devanny and I were talking about old times in Yokohama, where we had been together in the hospital. Devanny said that "Buffer" had tried to beat him out of a dollar, by getting the gin on trust, and keeping the dollar he had received to buy it with. I asked "Buffer" why he tried to beat the man out of the dollar, and he replied that it was none of my business, and that he could do as he pleased with Devanny. I got up from my chair, and he got up from his, and we had a scuffle. After that, Devanny got a mattress and laid it on the floor. We all took off our shoes. There were two mattresses. I lay on one and "Buffer" was on another at the foot of the bed. I had been lying down about 15 or 20 minutes, and had my hand under my head, when I saw "Buffer" coming towards me with a small-necked gin-bottle in his hand raised as if to strike me. I said, "That's your game, is it?" and I got up and knocked him down. He put his head under the bed. After he got up, I went and sat down at the table, and he went and sat down on an old lounge. I said, "You have been beating Devanny long enough; get out of here!" At first I could not find the key of the street door to shove him out. Devanny looked for it, but could not find it. Devanny and Brown had gone to bed. "Buffer" went in the lower room downstairs. I thought he had gone out, and went and lay down again. The second time I went down the key was in the door. I don't know who put it there. I shoved him out. I might have been upstairs 15 or 20 minutes. I had two or three more drinks then. When I came out Buffer was in the bottom room. I did not know who it was then. He was crying for someone to give him a drink of water. There was a basin there and some water, and I gave him two or

three glasses, not knowing who he was. I then left the house and went to my ship.

By Mr. Henderson—I did not kick him in the stomach when he was on the floor. I did not kick him more than twice. I had no shoes on. I have heard Brown's evidence. I did not see him downstairs that night. It is false that I tried to kick the deceased on the sidewalk. When I first saw the deceased I think I had had about five or six drinks. During the evening the four of us drunk about ten drinks each. We drank about two quarts of liquor. When I knocked Enright down the second time Devanny and Brown were asleep. At that time no one was awake and watching us. I stopped kicking Enright when he said he had had enough. I wanted to kick him in the face with my bare foot. I had no previous ill-feeling against him. I had not seen him before that night. I thought he wanted to strike me because I had interfered between him and Devanny, about his beating the latter out of the bottle of gin. When I knocked him down he made no resistance. After he came out from under the bed, he made no show of hitting me. He went in front of the table and sat down. At the time he threatened me with the bottle he held it in his right hand. Devanny was paid off some two months ago, when he got a lot of money, and he has been drinking heavily since. I knew there was always drink to be got at his place, and that I should get drunk if I went there.

By Mr. Myburgh—I took off my shoes when I lay down to sleep, and did not put them on until I went out. I struck the deceased in the jaw hard enough to knock him down. The first time I struck him I hit him on the shoulders and face. I assaulted him twice altogether. He lifted the bottle over his shoulder. He could not have hit me before I grabbed him. I struck him the first time because I thought he wanted to injure Devanny. I left the house about four or half-past four o'clock and went on board ship at once.

Mr. Henderson then read a deposition signed by Frank Tutein, who was lying sick at the General Hospital and could not attend the Court, which said that on the evening of the 29th March, the deceased came to the Oriental Tavern, where the deponent then was, and got a bottle of gin saying it was for Devanny. He did not pay for it. He remained in the house some time, and Devanny came in. The deceased took a dollar from his pocket and gave it to Devanny saying that he had meant to keep it. Deponent had already charged Devanny, (who had an account there,) with the gin. Deponent went on to state that he had known Brennan for some time, that he was in the habit of going to the Oriental, but he had never seen him intoxicated, and added that he knew the deceased to be a very quarrelsome man when in liquor.

The Court then adjourned till 10 a.m. on Saturday.

24th April.

On the re-assembling of the Court this morning,

Mr. Henderson, in summing up the case to the Court, began by saying that a charge to commit a felony could not be proved by evidence of an attempt to commit a misdemeanour, which assault and battery was, nor for an offence below the grade of felony could a verdict of murder be found according to Common and Statute Law. In order to sustain a charge of murder an attempt to commit a felony must be proved. He directed the attention of the Court more especially to the distinctions made in the laws of the State of Oregon on this point. It had been the duty of the prosecution to sustain the charge beyond reasonable doubt by evidence, and the evidence given at the Coroner's inquest at the British Court was not to be considered by this Court. He earnestly begged that the published reports of those proceedings should be forgotten. He thought that the verdict of "Wilful Murder," which had been given, had been discourteous and in bad taste, and related to a matter of which the United States Court alone had cognizance. According to international usage a nation would not officially interfere in a cause exclusively cognizable in the Courts of another nation until there had been a refusal or a palpable failure of justice. He also hoped his Honour and the Associates would not refresh their memories of the evidence in the case, or allow their minds to be influenced by the report of the *Shanghai Courier* on the previous evening, in which no reference had been made to the cross-examination of the medical evidence, and which stated that the prisoner denied kicking the deceased. If he cared enough about the matter, he would ask the Court to exclude reporters for the Press who published such false and one-sided statements. The rule as to circumstantial evidence was that all the circumstances must be proved and that they must be inconsistent with any other reasonable conclusion. (Greenleaf, p. 116, sec. 137, vol. 3.) With reference to the charge of murder, he claimed in the first place the charge was not sustained; there was an utter failure to prove premeditation or malice aforethought; there was a total absence of motive assigned. In the last case of assault the evidence rested only on the prisoner's own word as to what passed. Brennan struck the deceased, who held a bottle in his hand apparently about to strike him with it, when there was no time for deliberation. There was no evidence to prove premeditation and this should have been clearly made out. In the second place, there was no evidence of intent to kill, which was of course the essence of the crime of murder, and that intent must be concurrent with the act. There was no deadly weapon used, and the evidence as to the violence of the blow did not sustain a supposition of implied intent. In the evidence as to the kicking, it was stated that the prisoner had his shoes off, and no one had said that he had them on. No one distinctly swore that the deceased was kicked in the part where fatal effects were alleged to have been produced. Devanny did not say it was in the stomach. Brennan said that he wanted to kick the man in the face, and that the man was lying on his belly, so that he evidently could not kick him there. There was an absence of proof of intent to kill, and on this point he would cite Bishop pp. 204, 208, 287. Upon the evidence advanced not even manslaughter had been proved in this case. It had not been shown that the death of the deceased had resulted from the act of Brennan. It was possible for it to have occurred in half-a-dozen ways. The medical evidence had shown that the cause of death was peritonitis, which was inflammation of the peritoneum, which might have been induced in four different ways; it might be caused by cold, by natural causes, and by disease of the liver. He would remind the Court that Dr. Henderson had said that the discoloration of the fluid found in the peritoneum might have been caused by *post mortem* changes or possibly by general effusion of blood. It might also have resulted from the rupture of a hydatid cyst or tumour, and he thought this last was the most reasonable supposition. It was true the Doctor said he did not find any of the parasites usually found, but still they might possibly have existed. It had been very far from proved that the blows inflicted had been sufficiently violent to produce death—if so they would have shown a mark—we were every day finding black and blue spots on our bodies from injuries so slight we did not notice them when received. Then, again, he thought that the statement that the deceased had been attacked again before his death had not been established. He did not think the evidence of the witness Brown was worthy of implicit belief. It had not been proved satisfactorily that Brennan kicked the deceased at all downstairs. The deceased did not tell the Spaniard so, nor did he say so to Mrs. Berry. The actions of the deceased from the time he left the house to the time he returned again were unaccounted for. Half-a-dozen accidents might have happened to him in that time, to cause his death. He went on board a Chinese boat where there was no accommodation for foreigners, and it was quite possible that he might have had a fall. Again, there was medical testimony to show that he had previously been in the Hospital, once when he said he had had a fall in a sampan and had received an injury on the right side, also that in September or October he had been in the Hospital again with a diseased liver. He would next say that the prisoner was justified in using the violence he did towards the deceased. This point rested upon the evidence of Devanny and Brennan himself. Brown was asleep. Devanny had perhaps had 20 drinks during the day; he took half-an-inch in a tumbler at a time. That would represent 10 inches of liquor in a tumbler. He would ask whether a man was likely to be a reliable witness of what occurred in the evening after imbibing so much liquor? and, moreover, Devanny did not at the time consider himself in good health. He had been on a grand spree ever since he left the navy, and he did not think Devanny worthy of belief. He did not think that his account of the beginning of the trouble could be received. After the first unpleasantness, Brennan had gone to lie down on one mattress and the deceased on another. In a short time the prisoner saw the deceased coming towards him with a gin bottle as if to strike him. Under the circumstances he considered this statement both probable and reasonable. It had been admitted by all the witnesses that Brennan was the soberest man in the crowd, and he was therefore the most likely one to remember accurately what took place. He had frankly admitted knocking the man down for mere words. On the second occasion he was menaced with a dangerous assault, and he had a perfect right to take the course he did. Brennan had been proved to be a peaceable orderly man, and the deceased to be a quarrelsome man when in liquor. The real fact was that the affair was nothing more than a drunken row, and unfortunately one of the participants had met with his death in a way that was unaccounted for. It had not been satisfactorily shown how a certain fluid entered the peritoneum, and there had been no mark of any violence likely to induce inflammation. The prisoner had been threatened with an assault, and he had been justified in defending himself; he would not have been justified in using a deadly weapon, but he only used sufficient means to prevail in a struggle with his antagonist. The next point on which he would speak was that the indictment said that the prisoner was a citizen of the United States, and was therefore amenable to the jurisdiction of that Court. No attempt had been made to prove that. Again, the indictment said that the offence had been committed "contrary to the statutes of the United States, &c." He cited U.S. Statute Law par. 5339, to show that the offence with which the prisoner was charged could only be dealt with if committed in a place under the exclusive jurisdiction of the United States.

His Honour observed that the present proceedings were instituted under the Act relating to Foreign Relations and Consular Courts.

Mr. Henderson said he was just coming to that, and read par. 5341.

His Honour said as the statutes of the United States prohibit murder, that part of the indictment was not incorrect in itself.

Mr. Henderson said he would now leave the case in the hands of the Court. He hoped that they would disregard any previous opinions they might have had on the case, but come to a decision solely on the evidence before them. He did not think that there had been any evidence to show any intent to kill, or the infliction of any violence sufficient to cause death. He closed his address with an appeal to the Associates to consider the case well as they were sitting in the double capacity of judges and jurors, to decide both as to law and fact.

Mr. Myburgh said he intended to be brief in the remarks he had to make. With regard to the question of malice, it was necessary to remember the malice could be expressed or implied. As to the first, of course there could be no mistake, as, for example, when one man lay in wait for another and killed him. A case of implied malice, one in which a person did an unlawful act even without meaning to cause death, which did result therein, would be murder. He would read to the Court from Roscoe's Digest of the Law of Evidence in Criminal Cases, pp. 695,696. The evidence went to show that the prisoner knocked down the deceased and kicked him, and malice was no doubt expressed thereby, even if the prisoner did not mean to kill him, and if he did only what was calculated to do grievous bodily harm, if the Court found that the man died from the results of such action the prisoner would be guilty of murder. With regard to the question of the prisoner's nationality, he submitted that if he objected to the jurisdiction of the Court, he should

have expressed that objection before he pleaded to the indictment. The question of evidence had been very much narrowed by the appearance of the prisoner himself in the witness-box. His story of course must be received with caution, as he was the individual who would have to suffer if the charge were proved, and he would naturally put as light a complexion on the affair as possible. As to the kicking, there was the evidence of two witnesses, McGinley and Devanny, to show that after the knocking down, the kicking did not occur twice only, as the prisoner stated, but oftener. As to the prisoner having his boots off, the Counsel for the defence ought to have cross-examined on that point. Next as to the assault after leaving the house. Two witnesses, Brown and McGinley, had testified positively to it, and it could not be believed that no assault took place there. As to the state Devanny was in, he pointed out that it was a curious thing that if that witness were as much under the influence of liquor as alleged, he should have noticed the comparatively minor circumstance of the deceased trying to hide his head under the bed, a circumstance which was mentioned by the prisoner himself. As to the cause of death, he must admit that the medical evidence was not very clear, but he would point out that when Dr. Henderson enumerated many causes which might induce peritonitis, he (Mr. Myburgh) had asked him whether the death of the deceased had been produced by any of these causes, and he had replied in the negative. An additional reason for supposing the peritonitis to have been induced by the treatment the deceased had received from the prisoner was found in the fact that the complaint was of very recent date, or in a very early stage. It had not been said that the peritonitis could not have been caused by violence. He considered it very likely and probable that it was. He did not think that the deceased suffered any injury except what he received from the prisoner between the time that he left the house with the prisoner and his return in the morning when he complained of suffering great pain. After he escaped from the prisoner, he went on board a boat, and afterwards went to a Spaniard's house, and then tried to get into Devanny's. Evidence had been given by Mrs. Berry and the witness Wheeler, that the deceased, believing himself to be dying, had attributed his death to the effects of kicks that he had received, and if the prisoner had inflicted kicks and blows on the deceased, the inference of course would be that his death was the result of the prisoner's violence. With regard to the alleged provocation that the prisoner had received from the deceased there was only the evidence of the prisoner himself, while other men testified that the deceased gave no provocation at all beyond the trying to hide the bottle of gin. Even if there were provocation as alleged, and deceased did attempt to strike the prisoner with a bottle, that would not justify a continuous assault. It would have been quite a sufficient punishment to have been knocked down, without being beaten as admitted by the prisoner. Again, the provocation did not justify the other acts of violence that took place outside. The law, of course, was familiar to his Honour, and he would doubtless give the Associates the benefit of his knowledge, but it would require great provocation to reduce murder to manslaughter. There was one point of law to which, however, he would draw the attention of the Court, and this was, that supposing the death of the deceased were caused by the bursting of a hydatid cyst, if that occurred in consequence of violence inflicted by the prisoner, then Brennan would be guilty of murder. It had been proved that the prisoner committed violence on the deceased, and it was for the Court to decide whether the deceased died from the effects of that violence.

The COURT said one question occurred to him, as to whether the Counsel for the prosecution had not inquired as to the prisoner's nationality, and he asked the prisoner of what nationality he was.

The prisoner—I was an American citizen when I joined the Marine Corps.

Mr. HENDERSON took exception to evidence on this point being taken at this stage of the proceedings, and the exception was noted.

The COURT said that he wished to have the medical evidence before him, and as he and the Associates wished to have some time for deliberation, he would give judgment on Tuesday next, at 10 a.m.

27th April.

The Court met this morning to deliver judgment.

Mr. MYBURGH, who conducted the prosecution, and Mr. J. J. HENDERSON, who defended the prisoner, were present.

The COURT, in delivering judgment, said:—

Murder is the unlawful killing of a human being with malice aforethought. As it is the intent that makes every unlawful act a crime, so where the crime of murder is charged, malice is an essential ingredient of that crime and must clearly appear on the trial to establish the charge. Malice may be either expressed or implied. It is expressed, when there is a manifest and deliberate intention to unlawfully take away the life of a fellow-creature by poison, lying in wait, &c., or if the killing was committed in the act of committing a felony, then it is murder. It must be wilful, that is, intentional. All other kinds of killing are crimes of a lesser degree. Malice is implied when no considerable provocation appears, and when the circumstances attending the killing show a depraved, wicked and malignant heart. Applying these rules of law to the case at bar, can the prisoner James Brennan be found guilty of murder as charged in the complaint? The opinion of the Court, which is a unanimous one, is against such a judgment. It appears from the evidence that on the evening previous to the death of the deceased, 29th March last, the prisoner, Brown, the deceased Hope, and Devanny all met at the house of the latter in Shanghai where drinking rum and wrangling seemed to be the sole object. These parties were all more or less under the influence of liquor, in fact, drunk. On the morning of 30th March, about half past one or two o'clock, a dispute arose between the deceased and the prisoner, which resulted in the latter knocking the former down and kicking him. After this the deceased got up and shortly after went downstairs to the street, followed by the prisoner. It is not in evidence as to whether the prisoner again assaulted the deceased or not, but cries of "murder" and "police" were heard to come from the deceased, when Brown, one of the drunkest of the lot, went down the stairs and found the deceased lying down and the prisoner a few steps away. It seems that after this the deceased wandered about until morning when he was found in a dying condition. During the day he was removed to the Hospital where shortly afterwards he died. If the death of the deceased was caused or hastened by any acts of violence on the part of the prisoner, those acts were clearly devoid of malice. For, in addition to their both being intoxicated—which is no excuse for crime aside from necessarily affecting the question of malice—they were utter strangers to each other up to the time of meeting on the evening in question, and hence no previous bad blood could have existed between them. Then, again, the prisoner was not armed and did not assault the deceased with a dangerous weapon of any kind. The prisoner is therefore acquitted of the charge of murder on the ground of no malice. We come next to consider the unlawful killing of a human being without malice, which the law terms manslaughter. This may be voluntary or involuntary. It is voluntary where one person upon a sudden quarrel, or in the heat of passion, kills another. It is involuntary where one person in the commission of an unlawful act not amounting to felony, takes the life of a fellow-being not intending to do so. If the deceased came to his death by any act of the prisoner, or if by any act of the prisoner his death was hastened, then he must be held responsible, and the case would come within the last definition. For it cannot be claimed from the evidence that the prisoner intended the death of the deceased, or that the assault could amount to more than a misdemeanour had not the physical condition of the deceased been such that fatal results ensued. I say physical condition, for the reason that it also appears from the evidence that the deceased had at some time received internal injuries from which he might have been suffering at the time he received the additional injuries from the prisoner. Dr. Henderson, who made the *post mortem* examination, in his testimony attributes the cause of the death to peritonitis, which is inflammation of the lining membrane of the belly and abdominal cavity. This disease may be developed from a variety of causes, such as cold, a stab or cut in the peritoneum, or an abcess of the liver, a kick or blow on the belly or abdomen. The doctor further says, that on the day the deceased died he made a superficial examination of the body and found no marks of violence, with the exception of two small superficial abrasions on the left breast below the nipple, and a small cut behind the right ankle, but on the afternoon of the next day, when he made the *post mortem* examination, the body was then discoloured in patches, which the doctor said might be due to the disease, and the scrotum was swollen and distended with what afterwards turned out to be gas. The vital organs seemed to be in a healthy condition, but the *post mortem* was not clearly defined, and hence was unsatisfactory. If the peritonitis was in its incipient stage the doctor was at a loss to know how to account for the large quantity of fluid, which could not have been secreted alone from the diseased part, the peritoneum. A reasonable conclusion from the evidence is, that the deceased had suffered from peritonitis induced by other causes than those charged to the prisoner, but that the disease was aggravated by the assaults of the prisoner, which hastened the deceased's death. It is admitted by the prisoner that he knocked the deceased down, and kicked him after he was down with his bare feet, but claims that he did this in self-defence, as the deceased had attacked him with a gin-bottle. This justification is also claimed by the Counsel for the prisoner, which is denied by the Counsel for the prosecution. While it is true that every person when assaulted has the right to defend himself, and, for that purpose to use sufficient force to repel the assault, yet when he goes beyond this he then becomes the aggressor. This is the case with the prisoner. When he knocked the deceased down, that was sufficient without kicking him afterwards. While the case, as presented, does not seem to demand an extreme or even a severe punishment, yet the Court is of the opinion that the death of the deceased was at least hastened by the unlawful acts of the prisoner, which under the law is manslaughter, and of which crime the Court finds the prisoner James Brennan guilty.

The COURT then asked the prisoner's Counsel if he knew of any reason why judgment should not be passed?

Mr. HENDERSON had no objection to offer to this being done.

The COURT—If there is no good reason why sentence should not be pronounced at this time I will proceed to do so. James Brennan, after a careful and I trust impartial trial, in which you have had the benefit of able Counsel, you have been found guilty of the crime of manslaughter. The circumstances surrounding the case, together with your previous good character as a peaceable citizen, are inducements sufficient for the Court to inflict a moderate punishment upon you, which is that you be confined in the United States Consular Gaol, at this Consulate, in Shanghai, in the Empire of China, for the period of one year from the first day of this month (April.)

PRICE OF THE *NORTH-CHINA HERALD* AND *S. C. & C. GAZETTE*.—Per Annum, Taels 12; Six Months, Taels 6.50. Three Months, 3.50—*all payable in advance*. Credit price, Tls. 13.15 per Annum; Subscriptions will be considered as renewed unless notice to the contrary be given before the expiry of the current term.

TERMS FOR ADVERTISING.—Ten Lines (space *Bourgeois*) and under, *One Tael*; each additional line *One Mace*. One-half of these charges for repetitions. Contracts may be made for 3 months, or longer, *payable in advance*.

SUBSCRIPTIONS received, and Single Copies, sold, by GEORGE STREET,
30, Cornhill,
LONDON (E.C.)

United States Circuit Court,
Eastern District of Louisiana.

In Admiralty.

With dismissal No. 14
of Libel of Intervention

Case.

United States

vs.

James Brennan

United States Consulate

In the United States Court for the Consular District of Shanghai, the charge against James Brennan, a marine on board the U.S. corvette *Monocacy*, for the murder of a British subject named Caleb Hope, *alias* George Enright, alias "Buffer," was investigated yesterday before O. N. Denny, Esq., Consul-General, sitting as Judge, and Messrs. C. P. Blethen, R. F. Eastlack, W. H. Carr, and C. Hutchings, Associates. Mr. Myburgh, Acting Crown Advocate of H.M.'s Supreme Court, conducted the prosecution under a special order from the United States Court, and Mr. J. J. Henderson appeared on behalf of the prisoner. The witnesses examined were some of those who gave evidence at the inquest held by the British authorities, when their testimony was fully reported in our columns. The prisoner also gave his version of the affair on oath, after which the Court adjourned till ten o'clock this morning, when the respective Counsel will sum up the case. Want of space compels us to hold over our detailed report.

IN THE U.S. COURT FOR THE CONSULAR DISTRICT OF SHANGHAI.

Shanghai, 23rd April.

Before O. N. DENNY, Esq., *Consul-General, sitting as Judge*, and Messrs. C. P. BLETHEN, R. F. EASTLACK, W. H. CARR and C. HUTCHINGS, *Associates*.

UNITED STATES *v.* JAMES BRENNAN.
Charge of Wilful Murder.

Mr. A. MYBURGH, Acting Crown Advocate of H.M.'s Supreme Court, under a special order of the U.S. Court, conducted the prosecution.

Mr. J. J. HENDERSON appeared for the prisoner.

The prisoner, James Brennan, who is a marine on the U.S. corvette *Monocacy*, was charged for that "on the 30th day of March, A.D. one thousand eight hundred and eighty, at the city of Shanghai, in the Empire of China, within the jurisdiction of this Court, did feloniously, wilfully, and of his malice aforethought, kill and murder one Caleb Hope, *alias* George Enright, *alias* "Buffer," by kicking and beating the said deceased contrary to the statutes of the United States in such cases made and provided, and against the peace and dignity of the people of the United States of America.

At a previous hearing the prisoner pleaded "Not Guilty."

Deceased was a British subject and at an inquest held on his body by H. S. Wilkinson, Esq., Coroner, and a Jury consisting of Messrs. H. T. Allan, E. Byrne and J. M. Cory, a verdict of "Wilful Murder" was returned against James Brennan. The evidence then adduced was fully reported in our columns, with the exception of that given by Dr. Henderson; and we now confine our report of the case to the evidence of the witnesses we have not published, together with the closing speeches of the respective Counsel.

Mr. A. MYBURGH, in opening the case, asked the Court and the Associates to disabuse their minds of the proceedings that had taken place elsewhere, and of anything that had appeared in the local prints in connection with the case. Anything they had heard or read should not be taken into consideration to the prejudice of the prisoner; their judgment should be formed upon the evidence to be given and the proceedings of this Court alone. He then gave the details of the case, which, briefly put, are that on the night of the 29th March Brennan, the deceased, and John Devanny, were sitting drinking and talking in Devanny's house on the Soochow Creek, when Brennan accused the deceased of attempting to stow away the bottle of gin they were obtaining their liquor from. A scuffle

ensued, in the course of which it is said Brennan struck and kicked the deceased, who begged him to desist abusing him, but Brennan took no notice of his entreaties. Immediately after the scuffle, deceased left the house. Brennan, it seems, followed him; and it is alleged that he again tried to assault him in the street. Deceased returned to Devanny's house the next morning, and complained of pain in the lower part of the belly. Getting worse he was removed to the General Hospital where he died the same day. The witnesses were ordered out of Court, the first called being

Dr. Henderson, who deposed—I am a doctor by profession, practising in Shanghai. I remember the 30th March last. On the afternoon of that day I visited the General Hospital about a quarter to four o'clock, when I saw the body of a man who had been brought there shortly before I arrived. He had just died. Sergeant Skinner was there, and two or three other men who had assisted to bring the man were also present, as well as the Hospital assistant. I made an examination of the body. I did not know the man's name of my own personal knowledge. I made two examinations—first, a superficial examination, and afterwards a *post mortem* examination. At the superficial examination made on the day when I first saw the body, the day the man was first brought to the Hospital, I found no marks of violence with the exception of two small superficial abrasions on the left breast below the nipple, and a superficial cut behind the right ankle. The body appeared to be that of a healthy man. It was not emaciated, but well developed. There were no other external marks of violence. On the afternoon of the next day I again saw the body and made a *post mortem* examination. The body was then discoloured in patches and the scrotum was swollen up and distended with what turned out to be gas. On opening the belly at the *post mortem* examination gas issued from the wound. The gas was fetid, and along with this gas a coffee-coloured fluid escaped from the belly. This fluid was putrid and very offensive. The intestines appeared manifestly congested. A careful search was made to find any source for this fluid other than the peritoneum, but nothing was found. The rest of the body was carefully examined, including all the other organs, and the skeleton for any fracture of the bones. No other injuries were found, and all the organs appeared to be sound. I can give minute details of the examination of each organ if it is desired.

Mr. Myburgh—I don't think it is necessary to go into details. Did you arrive at any conclusion as to the cause of death?

Witness—I thought the man had died from peritonitis.

What is peritonitis?

Inflammation of the lining membrane of the belly, the membrane which envelopes the intestines and other viscera, and lines the abdominal walls. I thought it necessary to suppose that death had been accelerated by shock.

What are the causes that produce peritonitis?

They are very various. Peritonitis may arise from "catching cold," from any injuries or wound of the peritoneum, such as a stab or cut. It may arise from the escape of the contents of any of the organs of the abdomen, as when the contents of the bowel escape through an ulcer in typhoid fever. You can have it as the result of a cancer of the peritoneum, or an abscess of the liver. In point of fact anything which acts as an irritant or a foreign body may set up peritonitis.

Could you in this case assign any cause for the peritonitis as the result of the *post mortem* examination?

No. I could not find any rupture in any of the viscera by which their contents had escaped into the cavity. I looked for traces of an echinococcus cyst or an abscess, or a rupture, but I failed to find any of these things.

So it could not have arisen from any of the causes you have mentioned?

I failed to find that it arose from any of these causes.

You say that the peritonitis could have been caused by a blow?

I did not say that exactly. I failed to find any sign of external violence.

Have you found cases of death from peritonitis without there being indications of external violence?

Such cases have been recorded, but one has not come under my own personal knowledge. I had to account for the fluid, and, considering the early stage of the peritonitis, I thought that such fluid, in such quantity, could not have been produced by the peritoneum alone. Neither did it possess the character of fluid secreted by an inflamed peritoneum, but I could not find any other source for its production.

What would have been your opinion if you had known that the man had received violent treatment about twelve hours previous to the time of his death?

I should have thought this a possible cause of death.

And a probable cause?

Yes, a probable cause.

Supposing the peritonitis had existed some little time previous to the time of the man's death, and he received a severe shock, do you think it would have accelerated his death?

A severe shock following peritonitis would certainly accelerate death.

Does peritonitis always result in death?

No.

But if a man has peritonitis, and he receives a shock, is that shock likely to cause his death?

It is likely to seriously affect his existing disease.

And you say this shock could have been caused without any signs of violence being apparent on the outside of the body?

I say such cases have been recorded, but one has not come under my personal knowledge. I should say they are rare. The shock I refer to is not the shock of the blow, but the shock which results from a sudden escape of a fluid into the cavity of the peritoneum. What I mean is this. Supposing in the course of typhoid fever one of the ulcers in the bowel gives way, and the contents of the bowel escape into the peritoneal cavity, the patient becomes "collapsed," as we term it. He suffers from a severe shock, from which he may never rally sufficiently to allow of peritonitic inflammation to develope.

Supposing a man who is suffering from peritonitis is kicked about the region of the stomach, how soon after that will the escape of the fluid into the stomach take place—immediately or some time after?

I do not quite understand. When the peritoneum is inflamed it secretes fluid as the result of the inflammation, but that fluid would not possess the same character as the fluid I found in this man's belly. All serous membranes secrete fluid when they are inflamed. When the serous covering of the lung suffers you call it pleurisy, and the resulting fluid pleuritic fluid. The fluid I found in this case was, in my opinion, too great in quantity and differed in quality from the fluid which I should have expected to find in a peritonitis which had not passed beyond the stage of congestion. I therefore supposed that it had been augmented, or even entirely derived from some other source than the peritoneum itself.

You have said that the body in other respects was that of a healthy man?

Yes.

And you saw some sign of violence on the nipple of the breast?

Nothing to which I attached importance, merely two superficial abrasions. I ought to tell you what I regarded as a curious fact at the *post mortem*. The rigidity which occurs in all bodies after death was preserved in a well-marked degree. Yet the tissues, especially the tissues connected with the abdomen, had softened, and appeared to be decomposed. The discoloration might have been the result of decomposition. The fluid removed from the belly was quite putrid.

Then you don't think this discoloration arose from acts of violence or kicks?

No, I do not think so. The œdema might have been the result of the peritonitis, and discoloration due to decomposition or the action of the bowel gases.

The Court—After the injury, or death, how long would it take this stage of decomposition to be attained?

Witness—I regard it as as a curious fact. We believe that decomposition does not set in until after the *post mortem* stiffness has disappeared. In this case, the *post mortem* rigidity was well marked. There is no doubt about the fluid being putrid. When examined by the microscope, it was found to contain cells derived from the lining of the peritoneum, fibrin, a reddish brown pigment, and numerous cells derived from the blood. I examined it specially for traces of echinococcus but could not find any. Decomposition sets in sooner and is more marked in cases of peritonitis than in death from other causes. The *post mortem* was only made the day after the man died. He died at 3.45 p.m. of one day, and the *post mortem* was made at 3 p.m. of the next. Still it was a very hot day.

Supposing the man had been severely kicked about the region where you saw the black marks, do you think you would have noticed any discoloration on the first examination?

I should have expected to have found marks of external violence. When I say cases have occurred of death resulting from peritonitis without there being external marks, I speak only from books. I have never seen such a case myself and should say they are rare.

Cross-examined by Mr. Henderson—You saw this man immediately after death?

Yes.

Supposing he had been kicked, would not the marks have been discernible some time after?

In a severe case of kicking, one would expect to find some marks on the skin.

The Court—It is a matter of common knowledge that the marks of a severe blow are apparent the next morning. One would expect to find the parts swollen or discolored.

Witness—There is an effusion of blood into or under the skin if the blow is sufficiently severe. A blow may not be sufficiently severe to make any bruise or discoloration at the time it is given, but the discoloration may set in afterwards. A severe blow would be followed by an effusion of blood into or under the skin immediately after it was given.

Mr. Henderson—Is it not sometimes the case that fluid such as you describe in colour comes from a diseased liver?

Witness—A diseased liver might be the cause of dropsy of the peritoneum, but that fluid would not have the character of the fluid I found in the cavity of the peritoneum in this instance.

In what respects would it differ in character?

Fluid from a dropsical peritoneum is clear, colourless, or light yellow, and not so thick as this fluid. The products of inflammation would add to the colour and thickness of a dropsical fluid.

Have you ever known a case of dropsical fluid possessing the colour which this fluid possessed?

I have seen a dropsical fluid connected with disease of the ovaries which had somewhat the character of this fluid, but I always regarded that as having the products of inflammation added to it.

You are doubtless familar with Dr. Bristowe's Works. If he says a fluid of the colour you describe comes from a diseased liver, would you doubt him?

I have no right to doubt any statement made by Dr. Bristowe.

If such a case is reported, and has not come within your own knowledge, you would have no right to doubt it?

No.

Would you describe, Doctor, what rheumatic peritonitis is? Would it produce death?

Yes. Rheumatic peritonitis is in one sense equivalent to peritonitis which occurs independently of any disease. It is said to arise from cold and exposure.

Did you find any symptoms of rheumatic peritonitis?

I do not think this was a case of rheumatic peritonitis.

Are you absolutely certain that this condition of the peritoneum you have described could not have been produced by idiopathic peritonitis?

I do not think it could. I do not think idiopathic peritonitis would produce the fluid of the character and quantity I found, and yet not be advanced beyond the stage of congestion.

What do you mean by idiopathic peritonitis?

It is simply a peritonitis occurring independently of any other disease. Suppose a man is exposed to cold and wet and gets inflammation of the peritoneum as a result, he is said to have idiopathic peritonitis.

Why do you not think idiopathic peritonitis might have caused his death?

Because I do not think such an inflamed peritoneum could have secreted such a

quantity of fluid of such peculiar character and yet have advanced no further than the stage of congestion. The first stage of peritonitis is congestion, the next, a deposit of lymph of the surface of the viscera matting and binding them together. In this case I only found congestion. Therefore I feel bound to regard the peritonitis as in an early stage.

Was there not sufficient time for blood to accumulate by general effusion?

I do not think it likely that hæmorrhage in the peritoneum would have occurred to such an extent without rupture of a blood-vessel. By the time 40 or 50 ounces of fluid had been secreted, I think the bowels would have matted together, and the disease very well marked. It was the absence of this which caused me to suppose that the fluid was derived from some other source.

Supposing there was dropsy of the peritoneum at the time, would not that account for the quantity of fluid?

Yes, but not for the quality of the fluid.

Then would any other cause account for and produce enough blood to colour this fluid, independent of any external violence?

Inflammatory products from the surface of the peritoneum, added to a pre-existing dropsical fluid, might give a fluid of the character I saw.

What is the meaning of a hydatid cyst?

A hydatid cyst is the early stage of a parasite which when matured lives in the bowels of the dog and wolf. In the human body it exists as a cyst, or short sac, into the interior of which the heads of the young parasite protrude. These heads are armed by a circle of minute hooklets.

What induced you to search for it in this case?

I searched for the hooklets and also for fragments of the cyst.

What suggested to you to make the search?

In the first place, I could not account for the fluid. I did not think the condition of the peritoneum sufficient to account for it, and I could not find a rupture of any organ from which it might have escaped.

As a matter of fact, were you not disappointed at having heard that this man had been kicked in the stomach, and at finding no evidence of kicking or violence there?

I consider it unsatisfactory as far as the *post mortem* is concerned.

Is it not a fact that fluid escaping from such a cyst would produce peritonitis and death?

I think so. It would be a very dangerous thing. A man might recover, but it would be a very dangerous accident.

Does it require any great external violence to rupture such a cyst?

That depends on the thickness of the cyst walls. It might be ruptured by very slight violence. A case occurred in the Edinburgh Hospital the year before last, where fluid was found in the cavity of the belly. A man had died with symptoms of peritonitis, and on examining the fluid with the microscope the hooklets and the parasites were found, accounting for death. The fluid was carefully examined in the present case, and we failed to find such traces.

Did you find any traces of a cyst?

No.

Were the conditions of the search favourable or unfavourable? You have spoken of the advanced stage of decomposition, and was there anything to render the search to unfavourable?

It could not be called advanced decomposition, but the conditions were certainly unfavourable.

Was it possible for a cyst or the remains of a cyst to exist and you fail to find it?

Yes.

Are you at present in charge of the General Hospital?

Yes.

Do you know whether the deceased was an inmate of the Hospital during the months of September and October last year?

I was at Home then, but I believe he was in the Hospital, as his name appears in the Hospital Book.

Can you produce the Hospital Register?

Yes.

How long would it take you?

I have my carriage outside, and I should simply have to go and fetch it.

Would that register show what he suffered from?

It would show that he was suffering from hepatitis, that is, inflammation of the liver.

Mr. HENDERSON (addressing the Court), I may state I have no other evidence to prove this. Dr. Little, who was in charge of the Hospital at the time has gone Home, and Dr. Henderson is now in charge of the Hospital. This is the best secondary evidence I can produce. I presume it will be unnecessary to show that Dr. Little is absent. My object is to prove that the deceased was in the Hospital with a diseased liver last year, and seriously so, and connecting it with this case, it is a possible explanation of the fluid found in his stomach.

The COURT—The man might have been in the Hospital last October, and still be in good health in March last.

Mr. HENDERSON—I propose to produce the evidence to show that he was in the Hospital with disease of the liver, because it is a possible explanation of what has not yet been satisfactorily explained. Mr. Myburgh might agree to the admission of the evidence, or admit the fact.

Mr. MYBURGH—Will the register show anything more than that he was suffering from inflammation of the liver?

Witness—The entry gives his name, his age, the date of his entrance into the Hospital, the date he went out of the Hospital, and his disease; the last in the hand-writing of Dr. Little. I have a copy of the entry. His name is entered as George Enright. He entered the Hospital on the 21st September, and left on the 27th October, and the disease is marked as hepatitis.

Mr. HENDERSON—I think you will see there is necessity for me to have this evidence. I want to show that he was in the Hospital with a bad liver, and that he was in a bad state of health from that time.

The COURT—Have you any objection to offer to this evidence, Mr. Myburgh?

Mr. MYBURGH (to witness)—Have you examined the register?

Witness—I have.

Mr. MYBURGH—Then that will be enough. I don't object.

Mr. HENDERSON (to witness)—You say he was in the Hospital last year?

Witness—He was an inmate of the Hospital from the 21st September until 27th October, 1879, and his disease was inflammation of the liver.

The COURT—And you admit that, Mr. Myburgh?

Mr. MYBURGH—Yes, I offer no objection.

Mr. HENDERSON (to witness)—In your opinion was the discoloration of the fluid necessarily blood?

It contained the elements of blood.

Was it necessarily blood or not?

I cannot say positively that it was effused blood.

Might not the discoloration be produced by the *post mortem* changes?

The putrefaction might alter its colour.

Would not absence of any marks of violence on the peritoneum suggest the idea that the fluid came from some other cause?

I thought that the fluid came from some other source than the peritoneum itself.

Re-examined by Mr. MYBURGH.—Was the liver in a healthy condition?

It was in a healthy condition, with the exception of old-standing adhesions, developed apparently in connection with syphilitic disease.

Do you think the previous complaint of inflammation of the liver could have produced the state of the stomach in which you found it?

Do you mean the fluid in the peritoneum?

Mr. MYBURGH—Yes.

Witness—I think not.

Mr. MYBURGH—I believe you have stated you made an examination for the hooklets of the parasites you speak of.

Yes.

And I suppose you were very careful?

Yes. Very careful.

Mr. HENDERSON—Did you use a microscope?

Yes.

Is it possible they might have existed without your finding them?

Yes.

I should like you to describe the peritoneum. I am not very well acquainted as to what it is.

The peritoneum is a closed sac which lines the belly, covers the intestines, liver and stomach, &c., and attaches those organs to the wall of the abdominal cavity. It is what we term a serous membrane.

Is it near or far from the exterior?

It depends upon the thickness of the abdominal walls; an inch or an inch and a half. In some cases there is more fat than in others, then it is of course more deeply placed.

Was the deceased a fat man?

He was a well-nourished man, but not fat.

Mr. BLETHEN.—You have said that a blow might be given without discoloration?

Witness—That is, if there were not sufficient force to cause an effusion of blood. When a man is hit in the face, over the eye, the blow comes against the bone, and there will be discolouration. But a blow in the stomach with the same force would not, I think, necessarily produce discoloration, because there is no underlying hard substance as there is in the face.

Then it is possible for a man to have a blow on the belly and leave no mark—a pretty hard blow?

I believe it is.

Mr. HENDERSON—Do you know whether the deceased had any clothes on, when he is said to have been kicked?

Witness—I do not know.

John Devanny, Mary Berry, John McGinley, Robert Brown, Charles Wheeler, and Lee Yam-gee, the witnesses called at the Inquest, were then examined, and their evidence was similar to that fully reported in the *North-China Herald* of the 10th inst. Their examination occupied the greater part of the afternoon and closed the evidence on behalf of the prosecution.

Mr. HENDERSON, in answer to the Court, said he had no witnesses to call but the accused.

JAMES BRENNAN, sworn, said, (after being cautioned by His Honour that he would be obliged to answer any questions that might be put to him by Counsel)—I have heard the evidence that has been given in this case. About 8.30 p.m. on the evening of the 29th March I was in the Oriental Tavern. McGinley and Devanny came there and invited me to go to their house to see what sort of a place it was. I did not want to go at first, but they finally prevailed on me, and I went. When we got there, there was half a bottle of gin on the table. Mrs. Berry, the witness Brown, and "Buffer" were there. I had never seen "Buffer" before, and I only knew him by that name. We drank from half to three-quarters of a bottle of gin, and then Devanny sent for another bottle. "Buffer" went to the Oriental Tavern for it. He was gone about an hour, and as he did not return, Devanny went to look for him. He was away about 20 minutes. We drank half of that bottle. Devanny and I were talking about old times in Yokohama, where we had been together in the hospital. Devanny said that "Buffer" had tried to beat him out of a dollar, by getting the gin on trust, and keeping the dollar he had received to buy it with. I asked "Buffer" why he tried to beat the man out of the dollar, and he replied that it was none of my business, and that he could do as he pleased with Devanny. I got up from my chair, and he got up from his, and we had a scuffle. After that, Devanny got a mattress and laid it on the floor. We all took off our shoes. There were two mattresses. I lay on one and "Buffer" was on another at the foot of the bed. I had been lying down about 15 or 20 minutes, and had my hand under my head, when I saw "Buffer" coming towards me with a small-necked gin-bottle in his hand raised as if to strike me. I said, "That's your game, is it?" and I got up and knocked him down. He put his head under the bed. After he got up, I went and sat down at the table, and he went and sat down on an old lounge. I said, "You have been beating Devanny long enough; get out of here!" At first I could not find the key of the street door to shove him out. Devanny looked for it, but could not find it. Devanny and Brown had gone to bed. "Buffer" went in the lower room downstairs. I thought he had gone out, and went and lay down again. The second time I went down the key was in the door. I don't know who put it there. I shoved him out. I might have been upstairs 15 or 20 minutes. I had two or three more drinks then. When I came out Buffer was in the bottom room. I did not know who it was then. He was crying for someone to give him a drink of water. There was a basin there and some water, and I gave him two or

three glasses, not knowing who he was. I then left the house and went to my ship.

By Mr. Henderson—I did not kick him in the stomach when he was on the floor. I did not kick him more than twice. I had no shoes on. I have heard Brown's evidence. I did not see him downstairs that night. It is false that I tried to kick the deceased on the sidewalk. When I first saw the deceased I think I had had about five or six drinks. During the evening the four of us drank about ten drinks each. We drank about two quarts of liquor. When I knocked Enright down the second time Devanny and Brown were asleep. At that time no one was awake and watching us. I stopped kicking Enright when he said he had had enough. I wanted to kick him in the face with my bare foot. I had no previous ill-feeling against him. I had not seen him before that night. I thought he wanted to strike me because I had interfered between him and Devanny, about his beating the latter out of the bottle of gin. When I knocked him down he made no resistance. After he came out from under the bed, he made no show of hitting me. He went in front of the table and sat down. At the time he threatened me with the bottle he held it in his right hand. Devanny was paid off some two months ago, when he got a lot of money, and he has been drinking heavily since. I knew there was always drink to be got at his place, and that I should get drunk if I went there.

By Mr. Myburgh—I took off my shoes when I lay down to sleep, and did not put them on until I went out. I struck the deceased in the jaw hard enough to knock him down. The first time I struck him I hit him on the shoulders and face. I assaulted him twice altogether. He lifted the bottle over his shoulder. He could not have hit me before I grabbed him. I struck him the first time because I thought he wanted to injure Devanny. I left the house about four or half-past four o'clock and went on board ship at once.

Mr. Henderson then read a deposition signed by Frank Tutein, who was lying sick at the General Hospital and could not attend the Court, which said that on the evening of the 29th March, the deceased came to the Oriental Tavern, where the deponent then was, and got a bottle of gin saying it was for Devanny. He did not pay for it. He remained in the house some time, and Devanny came in. The deceased took a dollar from his pocket and gave it to Devanny saying that he had meant to keep it. Deponent had already charged Devanny, (who had an account there,) with the gin. Deponent went on to state that he had known Brennan for some time, that he was in the habit of going to the Oriental, but he had never seen him intoxicated, and added that he knew the deceased to be a very quarrelsome man when in liquor.

The Court then adjourned till 10 a.m. on Saturday.

24th April.

On the re-assembling of the Court this morning,

Mr. Henderson, in summing up the case to the Court, began by saying that a charge to commit a felony could not be proved by evidence of an attempt to commit a misdemeanour, which assault and battery was, nor for an offence below the grade of felony could a verdict of murder be found according to Common and Statute Law. In order to sustain a charge of murder an attempt to commit a felony must be proved. He directed the attention of the Court more especially to the distinctions made in the laws of the State of Oregon on this point. It had been the duty of the prosecution to sustain the charge beyond reasonable doubt by evidence, and the evidence given at the Coroner's inquest at the British Court was not to be considered by this Court. He earnestly begged that the published reports of those proceedings should be forgotten. He thought that the verdict of "Wilful Murder," which had been given, had been discourteous and in bad taste, and related to a matter of which the United States Court alone had cognizance. According to international usage a nation would not officially interfere in a cause exclusively cognizable in the Courts of another nation until there had been a refusal or a palpable failure of justice. He also hoped his Honour and the Associates would not refresh their memories of the evidence in the case, or allow their minds to be influenced by the report of the *Shanghai Courier* on the previous evening, in which no reference had been made to the cross-examination of the medical evidence, and which stated that the prisoner denied kicking the deceased. If he cared enough about the matter, he would ask the Court to exclude reporters for the Press who published such false and one-sided statements. The rule as to circumstantial evidence was that all the circumstances must be proved and that they must be inconsistent with any other reasonable conclusion. (Greenleaf, p. 116, sec. 137, vol. 3.) With reference to the charge of murder, he claimed in the first place the charge was not sustained; there was an utter failure to prove premeditation or malice aforethought; there was a total absence of motive assigned. In the last case of assault the evidence rested only on the prisoner's own word as to what passed. Brennan struck the deceased, who held a bottle in his hand apparently about to strike him with it, when there was no time for deliberation. There was no evidence to prove premeditation and this should have been clearly made out. In the second place, there was no evidence of intent to kill, which was of course the essence of the crime of murder, and that intent must be concurrent with the act. There was no deadly weapon used, and the evidence as to the violence of the blow did not sustain a supposition of implied intent. In the evidence as to the kicking, it was stated that the prisoner had his shoes off, and no one had said that he had them on. No one distinctly swore that the deceased was kicked in the part where fatal effects were alleged to have been produced. Devanny did not say it was in the stomach. Brennan said that he wanted to kick the man in the face, and that the man was lying on his belly, so that he evidently could not kick him there. There was an absence of proof of intent to kill, and on this point he would cite Bishop pp. 204, 208, 287. Upon the evidence advanced not even manslaughter had been proved in this case. It had not been shown that the death of the deceased had resulted from the act of Brennan. It was possible for it to have occurred in half-a-dozen ways. The medical evidence had shown that the cause of death was peritonitis, which was inflammation of the peritoneum, which might have been induced in four different ways; it might be caused by cold, by natural causes, and by disease of the liver. He would remind the Court that Dr. Henderson had said that the discoloration of the fluid found in the peritoneum might have been caused by *post mortem* changes or possibly by general effusion of blood. It might also have resulted from the rupture of a hydatid cyst or tumour, and he thought this last was the most reasonable supposition. It was true the Doctor said he did not find any of the parasites usually found, but still they might possibly have existed. It had been very far from proved that the blows inflicted had been sufficiently violent to produce death—if so they would have shown a mark—we were every day finding black and blue spots on our bodies from injuries so slight we did not notice them when received. Then, again, he thought that the statement that the deceased had been attacked again before his death had not been established. He did not think the evidence of the witness Brown was worthy of implicit belief. It had not been proved satisfactorily that Brennan kicked the deceased at all downstairs. The deceased did not tell the Spaniard so, nor did he say so to Mrs. Berry. The actions of the deceased from the time he left the house to the time he returned again were unaccounted for. Half-a-dozen accidents might have happened to him in that time, to cause his death. He went on board a Chinese boat where there was no accommodation for foreigners, and it was quite possible that he might have had a fall. Again, there was medical testimony to show that he had previously been in the Hospital, once when he said he had had a fall in a sampan and had received an injury on the right side, also that in September or October he had been in the Hospital again with a diseased liver. He would next say that the prisoner was justified in using the violence he did towards the deceased. This point rested upon the evidence of Devanny and Brennan himself. Brown was asleep. Devanny had perhaps had 20 drinks during the day; he took half-an-inch in a tumbler at a time. That would represent 10 inches of liquor in a tumbler. He would ask whether a man was likely to be a reliable witness of what occurred in the evening after imbibing so much liquor? and, moreover, Devanny did not at the time consider himself in good health. He had been on a grand spree ever since he left the navy, and he did not think Devanny worthy of belief. He did not think that his account of the beginning of the trouble could be received. After the first unpleasantness, Brennan had gone to lie down on one mattress and the deceased on another. In a short time the prisoner saw the deceased coming towards him with a gin bottle as if to strike him. Under the circumstances he considered this statement both probable and reasonable. It had been admitted by all the witnesses that Brennan was the soberest man in the crowd, and he was therefore the most likely one to remember accurately what took place. He had frankly admitted knocking the man down for mere words. On the second occasion he was menaced with a dangerous assault, and he had a perfect right to take the course he did. Brennan had been proved to be a peaceable orderly man, and the deceased to be a quarrelsome man when in liquor. The real fact was that the affair was nothing more than a drunken row, and unfortunately one of the participants had met with his death in a way that was unaccounted for. It had not been satisfactorily shown how a certain fluid entered the peritoneum, and there had been no mark of any violence likely to induce inflammation. The prisoner had been threatened with an assault, and he had been justified in defending himself; he would not have been justified in using a deadly weapon, but he only used sufficient means to prevail in a struggle with his antagonist. The next point on which he would speak was that the indictment said that the prisoner was a citizen of the United States, and was therefore amenable to the jurisdiction of that Court. No attempt had been made to prove that. Again, the indictment said that the offence had been committed "contrary to the statutes of the United States, &c." He cited U.S. Statute Law par. 5339, to show that the offence with which the prisoner was charged could only be dealt with if committed in a place under the exclusive jurisdiction of the United States.

His Honour observed that the present proceedings were instituted under the Act relating to Foreign Relations and Consular Courts.

Mr. Henderson said he was just coming to that, and read par. 5341.

His Honour said as the statutes of the United States prohibit murder, that part of the indictment was not incorrect in itself.

Mr. Henderson said he would now leave the case in the hands of the Court. He hoped that they would disregard any previous opinions they might have had on the case, but come to a decision solely on the evidence before them. He did not think that there had been any evidence to show any intent to kill, or the infliction of any violence sufficient to cause death. He closed his address with an appeal to the Associates to consider the case well as they were sitting in the double capacity of judges and jurors, to decide both as to law and fact.

Mr. Myburgh said he intended to be brief in the remarks he had to make. With regard to the question of malice, it was necessary to remember the malice could be expressed or implied. As to the first, of course there could be no mistake, as, for example, when one man lay in wait for another and killed him. A case of implied malice, one in which a person did an unlawful act even without meaning to cause death, which did result therein, would be murder. He would read to the Court from Roscoe's Digest of the Law of Evidence in Criminal Cases, pp. 695,696. The evidence went to show that the prisoner knocked down the deceased and kicked him, and malice was no doubt expressed thereby, even if the prisoner did not mean to kill him, and if he did only what was calculated to do grievous bodily harm, if the Court found that the man died from the results of such action the prisoner would be guilty of murder. With regard to the question of the prisoner's nationality, he submitted that if he objected to the jurisdiction of the Court, he should

have expressed that objection before he pleaded to the indictment. The question of evidence had been very much narrowed by the appearance of the prisoner himself in the witness-box. His story of course must be received with caution, as he was the individual who would have to suffer if the charge were proved, and he would naturally put as light a complexion on the affair as possible. As to the kicking, there was the evidence of two witnesses, McGinley and Devanny, to show that after the knocking down, the kicking did not occur twice only, as the prisoner stated, but oftener. As to the prisoner having his boots off, the Counsel for the defence ought to have cross-examined on that point. Next as to the assault after leaving the house. Two witnesses, Brown and McGinley, had testified positively to it, and it could not be believed that no assault took place there. As to the state Devanny was in, he pointed out that it was a curious thing that if that witness were as much under the influence of liquor as alleged, he should have noticed the comparatively minor circumstance of the deceased trying to hide his head under the bed, a circumstance which was mentioned by the prisoner himself. As to the cause of death, he must admit that the medical evidence was not very clear, but he would point out that when Dr. Henderson enumerated many causes which might induce peritonitis, he (Mr. Myburgh) had asked him whether the death of the deceased had been produced by any of these causes, and he had replied in the negative. An additional reason for supposing the peritonitis to have been induced by the treatment the deceased had received from the prisoner was found in the fact that the complaint was of very recent date, or in a very early stage. It had not been said that the peritonitis could not have been caused by violence. He considered it very likely and probable that it was. He did not think that the deceased suffered any injury except what he received from the prisoner between the time that he left the house with the prisoner and his return in the morning when he complained of suffering great pain. After he escaped from the prisoner, he went on board a boat, and afterwards went to a Spaniard's house, and then tried to get into Devanny's. Evidence had been given by Mrs. Berry and the witness Wheeler, that the deceased, believing himself to be dying, had attributed his death to the effects of kicks that he had received, and if the prisoner had inflicted kicks and blows on the deceased, the inference of course would be that his death was the result of the prisoner's violence. With regard to the alleged provocation that the prisoner had received from the deceased there was only the evidence of the prisoner himself, while other men testified that the deceased gave no provocation at all beyond the trying to hide the bottle of gin. Even if there were provocation as alleged, and deceased did attempt to strike the prisoner with a bottle, that would not justify a continuous assault. It would have been quite a sufficient punishment to have been knocked down, without being beaten as admitted by the prisoner. Again, the provocation did not justify the other acts of violence that took place outside. The law, of course, was familiar to his Honour, and he would doubtless give the Associates the benefit of his knowledge, but it would require great provocation to reduce murder to manslaughter. There was one point of law to which, however, he would draw the attention of the Court, and this was, that supposing the death of the deceased were caused by the bursting of a hydatid cyst, if that occurred in consequence of violence inflicted by the prisoner, then Brennan would be guilty of murder. It had been proved that the prisoner committed violence on the deceased, and it was for the Court to decide whether the deceased died from the effects of that violence.

The COURT said one question occurred to him, as to whether the Counsel for the prosecution had not inquired as to the prisoner's nationality, and he asked the prisoner of what nationality he was.

The prisoner—I was an American citizen when I joined the Marine Corps.

Mr. HENDERSON took exception to evidence on this point being taken at this stage of the proceedings, and the exception was noted.

The COURT said that he wished to have the medical evidence before him, and as he and the Associates wished to have some time for deliberation, he would give judgment on Tuesday next, at 10 a.m.

27th April.

The Court met this morning to deliver judgment.

Mr. MYBURGH, who conducted the prosecution, and Mr. J. J. HENDERSON, who defended the prisoner, were present.

The COURT, in delivering judgment, said:—

Murder is the unlawful killing of a human being with malice aforethought. As it is the intent that makes every unlawful act a crime, so where the crime of murder is charged, malice is an essential ingredient of that crime and must clearly appear on the trial to establish the charge. Malice may be either expressed or implied. It is expressed, when there is a manifest and deliberate intention to unlawfully take away the life of a fellow-creature, by poison, lying in wait, &c., or if the killing was committed in the act of committing a felony, then it is murder. It must be wilful, that is, intentional. All other kinds of killing are crimes of a lesser degree. Malice is implied when no considerable provocation appears, and when the circumstances attending the killing show a depraved, wicked and malignant heart. Applying these rules of law to the case at bar, can the prisoner James Brennan be found guilty of murder as charged in the complaint? The opinion of the Court, which is a unanimous one, is against such a judgment. It appears from the evidence that on the evening previous to the death of the deceased, 29th March last, the prisoner, Brown, the deceased Hope, and Devanny all met at the house of the latter in Shanghai where drinking rum and wrangling seemed to be the sole object. These parties were all more or less under the influence of liquor, in fact, drunk. On the morning of 30th March, about half past one or two o'clock, a dispute arose between the deceased and the prisoner, which resulted in the latter knocking the former down and kicking him. After this the deceased got up and shortly after went downstairs to the street, followed by the prisoner. It is not in evidence as to whether the prisoner again assaulted the deceased or not, but cries of "murder" and "police" were heard to come from the deceased, when Brown, one of the drunkest of the lot, went down the stairs and found the deceased lying down and the prisoner a few steps away. It seems that after this the deceased wandered about until morning when he was found in a dying condition. During the day he was removed to the Hospital where shortly afterwards he died. If the death of the deceased was caused or hastened by any acts of violence on the part of the prisoner, those acts were clearly devoid of malice. For, in addition to their both being intoxicated—which is no excuse for crime aside from necessarily affecting the question of malice—they were utter strangers to each other up to the time of meeting on the evening in question, and hence no previous bad blood could have existed between them. Then, again, the prisoner was not armed and did not assault the deceased with a dangerous weapon of any kind. The prisoner is therefore acquitted of the charge of murder on the ground of no malice. We come next to consider the unlawful killing of a human being without malice, which the law terms manslaughter. This may be voluntary or involuntary. It is voluntary where one person upon a sudden quarrel, or in the heat of passion, kills another. It is involuntary where one person in the commission of an unlawful act not amounting to felony, takes the life of a fellow-being not intending to do so. If the deceased came to his death by any act of the prisoner, or if by any act of the prisoner his death was hastened, then he must be held responsible, and the case would come within the last definition. For it cannot be claimed from the evidence that the prisoner intended the death of the deceased, or that the assault could amount to more than a misdemeanour had not the physical condition of the deceased been such that fatal results ensued. I say physical condition, for the reason that it also appears from the evidence that the deceased had at some time received internal injuries from which he might have been suffering at the time he received the additional injuries from the prisoner. Dr. Henderson, who made the *post mortem* examination, in his testimony attributes the cause of the death to peritonitis, which is inflammation of the lining membrane of the belly and abdominal cavity. This disease may be developed from a variety of causes, such as cold, a stab or cut in the peritoneum, or an abcess of the liver, a kick or blow on the belly or abdomen. The doctor further says, that on the day the deceased died he made a superficial examination of the body and found no marks of violence, with the exception of two small superficial abrasions on the left breast below the nipple, and a small cut behind the right ankle, but on the afternoon of the next day, when he made the *post mortem* examination, the body was then discoloured in patches, which the doctor said might be due to the disease, and the scrotum was swollen and distended with what afterwards turned out to be gas. The vital organs seemed to be in a healthy condition, but the *post mortem* was not clearly defined, and hence was unsatisfactory. If the peritonitis was in its incipient stage the doctor was at a loss to know how to account for the large quantity of fluid, which could not have been secreted alone from the diseased part, the peritoneum. A reasonable conclusion from the evidence is, that the deceased had suffered from peritonitis induced by other causes than those charged to the prisoner, but that the disease was aggravated by the assaults of the prisoner, which hastened the deceased's death. It is admitted by the prisoner that he knocked the deceased down, and kicked him after he was down with his bare feet, but claims that he did this in self-defence, as the deceased had attacked him with a gin-bottle. This justification is also claimed by the Counsel for the prisoner, which is denied by the Counsel for the prosecution. While it is true that every person when assaulted has the right to defend himself, and, for that purpose to use sufficient force to repel the assault, yet when he goes beyond this he then becomes the aggressor. This is the case with the prisoner. When he knocked the deceased down, that was sufficient without kicking him afterwards. While the case, as presented, does not seem to demand an extreme or even a severe punishment, yet the Court is of the opinion that the death of the deceased was at least hastened by the unlawful acts of the prisoner, which under the law is manslaughter, and of which crime the Court finds the prisoner James Brennan guilty.

The COURT then asked the prisoner's Counsel if he knew of any reason why judgment should not be passed?

Mr. HENDERSON had no objection to offer to this being done.

The COURT—If there is no good reason why sentence should not be pronounced at this time I will proceed to do so. James Brennan, after a careful and I trust impartial trial, in which you have had the benefit of able Counsel, you have been found guilty of the crime of manslaughter. The circumstances surrounding the case, together with your previous good character as a peaceable citizen, are inducements sufficient for the Court to inflict a moderate punishment upon you, which is that you be confined in the United States Consular Gaol, at this Consulate, in Shanghai, in the Empire of China, for the period of one year from the first day of this month (April.)

PRICE OF THE *NORTH-CHINA HERALD and S. C. & C. GAZETTE.*—Per Annum, Taels 12; Six Months, Taels 6.50. Three Months, 3.50—*all payable in advance.* Credit price, Tls. 13.15 per Annum; Subscriptions will be considered as renewed unless notice to the contrary be given before the expiry of the current term.

TERMS FOR ADVERTISING.—Ten Lines (space *Bourgeois*) and under, *One Tael;* each additional line *One Mace.* One-half of these charges for repetitions. Contracts may be made for 3 months, or longer, *payable in advance.*

SUBSCRIPTIONS received, and Single Copies, sold, by GEORGE STREET,
30, Cornhill,
LONDON (*E.C.*)

U.S. Consulate Gen'l.
Shanghai China

Inclosure.

With Dispatch No. 14,

To State Department

Case.
~~United~~ States
vs.
James. Brennan

Mr. Wood.

No. 15] April 30th 1880 United States Consulate General at Shanghai,

Mr. Penny Consul General. to the State Department.

Subject:— Stationary

Received June 2d 1880

Sent July 3

Ans July 3 1880

RECEIVED JUN 8 1880

ABSTRACT OF CONTENTS.

Requisition for Stationary etc required for this office

Enclosure

Memo of Stationary, Flags etc required for the Consulate General Shanghai

---

No. 15.

United States Consulate General,

Shanghai, April 30th 1870

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to inclose herewith a memo of Stationary, Flags etc. required for this office, and beg to request that in packing them, the cases be tin lined.

I am, Sir,

Your obedient servant

O. N. Denny

Consul General

Ack 6/21, 1880

Recorded June 21, 1880

Recalls dispatch of Jan 30 dated April 13/80 Atwood

No. 16] May 1st 1880 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department,

Subject:— Acting U. S. Marshal at Foochow

DEPARTMENT OF STATE JUN 8 1880 RECEIVED

ABSTRACT OF CONTENTS.

Approving Mr De Lano's nomination of Mr John H. Hollander to the above post.

No. 16

United States Consulate General,

Shanghai, Mai 1st 1880

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

Referring to a despatch to you from Mr De Lano Consul at Foochow No 263, wherein he has nominated to the Department Mr John H. Hollander to be acting U.S. Marshal at that Consulate, I beg to approve of his action therein.

I am, Sir,

Your obedient servant

O. N. Denny

Consul General

Mr. Wood.

No. 14] May 1st 1880 United States Consulate General at Shanghai,

Mr. Denny Consul General, Received June 21. 1880 to the State Department,

Subject:— Acknowledging despatch

ABSTRACT OF CONTENTS.

Acknowledges receipt of circular despatch dated 18th february 1880

No. 14

United States Consulate General,

Shanghai, May 1st 1880

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I beg to acknowledge the receipt of a circular despatch dated Febr. 18th 1880 regarding the legal status of foreign built vessels purchased abroad and wholly owned by citizens of the United States

I am Sir,

Your obedient servant

O. N. Denny

Consul General

Mmrd

No. 18] May 10th 1880 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department,

Subject:— Returns of Trade at the Treaty ports in China

Rec'd June 21, 1880

DEPARTMENT OF STATE
JUN 14 1880
RECEIVED

ABSTRACT OF CONTENTS.

Transmits the above, published by the Imperial Maritime Customs.

Enclosure

Returns of Trade at the Treaty ports for the year 1879.— Published by order of the Inspector General of Customs.

No. 18.

United States Consulate General,

Shanghai, May 10th 1880

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I beg to enclose herewith the Returns of Trade at the Treaty ports in China for the year 1879 published by the Imperial Maritime Customs.

I am, Sir,

Your obedient servant,

O. N. Denny

Consul General

No. 19.] May 10th 1880 United States Consulate General at Shanghai,

Mr. Denny. Consul General, to the State Department,

Subject:— Farming in China.

Received June 21. 1880

ABSTRACT OF CONTENTS.

The establishment of a farm of 5000 acres. near the Kaiping coal mines by a Chinese mandarin nm. Yang King Sing for the purpose of introducing foreign ideas of agriculture and stock raising.

Copy to Gen. LeDuc
C. P. Woodruff

No. 19.

United States Consulate General,

Shanghai, May 10. 1880.

Hon. Charles. Payson.

Third Assistant Secretary of State,

Washington, D.C.

Sir,

Referring to that portion of my trade report wherein I pointed out how the Mongolian herds could be greatly enhanced in value, and my influence in that report to a most satisfactory intervieu with His Excellency Li the Vice Roy of Chihli Province - in company with Hon. William G. Markham of Avon New York. a breeder of blooded stock - who in that instance recommended the Vice Roy to establish a farm at some convenient locality in his provinces where fine stock, horses, cattle, sheep

sheep &c. could be bred. as well as the cultivation of the fine varieties of foreign fruits wheat. grasses. vegetables. berries &c. &c.

I have the honor as well as the pleasure to now report the establishment-through these efforts - of such a Farm by Mr - Yang Ying Ling an able and progressive Chinese mandarine, one who being convinced of the superiority of western ideas does not hesitate to acknowledge it. This gentleman has. located his Farm. which consists of about five thousand acres - near the Kaiping coal mines now being opened by foreign engineers under his supervision tendency. situated about eighty miles to the north of Tientsin.

The climate in this locality is about as cold in winter as it is in New York. but.

last very dry. no rain. and but very little grass. The heavy rains fall in the summer months of July and August. In the promotion of this enterprise it is Mr. Yang King Sing's object to afford his countrymen an opportunity to become possessed of - at least a portion of the science - already attained by western nations in the cultivation of the soil and the improvement of their lands. To this end therefore I beg that you will do all you can in aid of the enterprise by sending him through this office - scions of different kinds of our best fruits - apples. pears. peaches cherries. plums. &c &c. for grafting and budding purposes. as well as seeds of hardy grasses - garden and other choice seeds. -

Mr. Yang King Sing has already authorized me

me to arrange with Same and to send him twelve or fourteen fine Merino Sheep - half ewes and the other half bucks - for this Farm in order to test the practability of the suggestions made in my report upon the question of sheep culture. I have written Wm. Markham at Avon also upon this subject. As I have not a personal acquaintance with Samuel Capron - whose judgment is always sound upon these matters - I will thank you to invite his attention to the subject of this dispatch - as well.

I am, Sir.

Your obedient Servant.

O. M. Dimmick

Samuel Cranmer

Mr. O'Connor

ans'd July 6/80

No. 20.] Shanghai May 11th 1880 United States Consulate General at Shanghai,

DEPARTMENT OF STATE JUN 14 1880 RECEIVED

Mr. Denny. Consul General, to the State Department,

Subject:— Estate of Edwin Maurice Smith, deceased.

ABSTRACT OF CONTENTS.

States the condition in which the Estate is. Asks if the Consul General shall administer the Estate in the event of the will being declared null & void. as whether he has power to appoint an administrator and with what powers. How long claimants should be allowed to present claims. — If the duty of the Consul General to administer is his interest to [illegible] preservation

No. 30.

United States Consulate General,

Shanghai, May 11th 1880.

Hon. Charles Payson.

Third assistant Secretary of State,

Washington, D.C.

Sir,

When I took on this office I found - awaiting settlement among other matters - the large and complica= ted estate of Edwin Maurice Smith. deceased. Previously a document pur= porting to be the last will and tes= tament of the deceased was filed in this Consulate for Probate, whereupon a motion was also filed. by certain persons claiming to be heirs at law. to set aside this document because of legal defects appearing upon its face. Pending final action upon this motion.

mation. my predecessor - Jm. Bailey - appointed a receiver to conduct and manage the Estate under the instructions of the Counsel General.

This is the status of the Estate at the present time.

In view of the magnitude of the Estate, and the consequent important questions which will arise in the course of its administration: The doubtful character of the leasehold property, whether under the present mode of conveyance and tenure it is to be held as real or personality; the number and shades of the claimants and the vagueness of the law. I deem it desirable to have the instructions of the Department upon the following questions

1st.

1st. If the so called will should be declared null and void, would it be the duty of the Consul General by virtue of his office, to administer the Estate in his official name, or has he the power to appoint an administrator, to administer it under the direction of the Consul General, with full power to represent the interests of the Estate sue and be sued in his name as such, and to convey property in his administrative capacity, and finally to do any and all acts in such capacity under the order and approval of the Consul General for the interests of the Estate?

2d. How long a time should claimants be allowed in which to present their claims.

claims for allowance or rejection?

3d. If it is the duty of the Consul General in his official name to administer estates, is he entitled to charge the compensation allowed to other administrators for such services?

I am, Sir,

Your obedient servant.

O. M. Arnold

Consul General.

Advise him that Mr. Cheshire has been commissioned Interpreter at Foochow C.P.

No. 21] May 11th 1860 United States Consulate General at Shanghai,

Mr. Dennys Consul General. to the State Department,

Subject:— Interpretership.

Mr. Cheshire appointed as temporary interpreter.

No. 31

United States Consulate General,

Shanghai, May 11th 1880.

Hon. Charles Payson.

Third assistant Secretary of State,

Washington, D.C.

Sir,

Referring to my No. 13. inform-
ing you of the vacation of the
Interpretership at this Consulate General
by Mr. Maclay. I have now the
honor to inform you of the temporary
appointment - on the 4th. instant.
of Mr. F. D. Bushire late acting
consul at Canton - to fill the vacancy

Later on, I may desire to nominate
Mr. Bushire to the Department
to be commissioned the permanent
Interpreter at this Consulate.

I am. Sir.

Your

Your obedient servant

O. M. Drury

Consul General.

Wood

No. 22] May 11th 1880 United States Consulate General at Shanghai,

Mr. Young Consul General. to the State Department,

DEPARTMENT OF STATE JUN 14 1880 RECEIVED

Received June 24 1880

Subject:— Marriage certificates

ABSTRACT OF CONTENTS.

Transmits three Marriage certificates

Enclosures

No 1. Marriage certificate of George Dufoure to Jane Wife dated Shanghai May 1st 1880

No 2. Marriage certificate of Chas. W. Rowe to A-Que dated Shanghai May 1st 1880

No 3. Marriage certificate of Elbert Nichols to Me Yow dated Shanghai May 1st 1880

No. 22

United States Consulate General,

Shanghai, May 11th 1880

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I beg to transmit herewith in accordance with Paragraph 276 of the Consular Regulations 1874 three Marriage-Certificates as follows:

George Dufour to Jane Wife

Chas. H. Stone " A-Que

Ebert Nichols " Me-Yow

I am, Sir,

Your obedient servant

O. N. Denny

Consul General

CERTIFICATE

of

MARRIAGE.

Consulate General of the United States,

Shanghai, China, May 1st, 1880.

I, O. N. Denny CONSUL GENERAL OF THE UNITED STATES at Shanghai, do hereby certify that on this first day of May, A.D. 1880, at the [redacted] U.S. Consulate General, in the city of Shanghai Charles V. Stone aged 50 years, born in New York U.S., and now residing in Shanghai and A-Que born in Soochow, China and now residing in Shanghai China were united in marriage before me, and in my presence, by Rev. J. M. W. Farnham, who is authorized by the laws of the United States to perform such a ceremony.

In witness whereof I have hereto subscribed my name and affixed the seal of the CONSULATE GENERAL AT SHANGHAI this First day of May, A.D. 1880, and of the Independence of the United States the 104th.

O. N. Denny

Consul General.

CERTIFICATE

of

MARRIAGE.

Consulate General of the United States,

Shanghai, China, May 1st, 1880.

I, O. N. Denny CONSUL GENERAL OF THE UNITED STATES at Shanghai, do hereby certify that on this first day of May, A.D. 1880, at the ~~[illegible]~~ of U.S. Consulate General, in the city of Shanghai Ebert Nichols (Mormon) aged 55 years, born in Baltimore Md., and now residing in Shanghai and Me-Yow born in Canton China and now residing in Shanghai China were united in marriage before me, and in my presence, by Rev. J. M. W. Farnham, who is authorized by the laws of the United States to perform such a ceremony.

In witness whereof I have hereto subscribed my name and affixed the seal of the CONSULATE GENERAL AT SHANGHAI this First day of May, A.D. 1880, and of the Independence of the United States the 104th.

O. N. Denny

Consul General.

CERTIFICATE

of

MARRIAGE.

Consulate General of the United States,

Shanghai, China, May 1st, 1880

I, O. N. Denny CONSUL GENERAL OF THE UNITED STATES at Shanghai, do hereby certify that on this first day of May, A.D. 1880, at the ~~[illegible]~~ U.S. Consulate General, in the city of Shanghai George Dufour, Marine aged 40 years, born in Bordeaux, France, and now residing in Shanghai and Jane Wife born in Woosie, China and now residing in Shanghai China were united in marriage before me, and in my presence, by Rev. J. M. W. Farnham, who is authorized by the laws of the United States to perform such a ceremony.

In witness whereof I have hereto subscribed my name and affixed the seal of the CONSULATE GENERAL AT SHANGHAI this First day of May, A.D. 1880, and of the **Independence of the United States** the 104th.

O. N. Denny

Consul General.

No.

Mr.

Subj

Pkg sent to Mrs. Blanchard July 7/80.
" " Mrs. Folsom Oct. 6/80.

No. 23] May 11th 1880 United States Consulate General at Shanghai,

Mr. Penney Consul General. to the State Department,

Subject:— Estates of W. N. Folsom and W. C. Blanchard dec'd.

ABSTRACT OF CONTENTS.

Transmits Keepsakes belonging to the above Estates.

Pkg not paid on Index Revenue Stamp. Sent to Low Bureau

Separated with other packages & effects of deceased

Apr 15.

No. 23.

United States Consulate General,

Shanghai, May 11th 1880

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I beg to forward by this mails pouch one package containing:

One gold stud, one pair gold sleeve buttons, one silver pencil case and one gold watch #7122, with chain, Key and gold seal attached, belonging to the Estate of W. N. Folsom deceased; also

a silver napkinring, belonging to the Estate of W. C. Blanchard deceased.

I am, Sir,

Your obedient servant

O. N. Denny

Consul General

Acting C. Gen. of Dep'ts action

No. 24] Shanghai May 12 1880 United States Consulate General at Shanghai,

Mr. Denny. Consul General. to the State Department.

Subject:— Interpreter at Canton

Received June 12 1880
Ans. June 21 1880
Sec. and Treasury Notified June 21.

ABSTRACT OF CONTENTS.

Disapproving Mr. Lincoln's action in reinstating Mr. Yii.

No. 118.

No. 24.

United States Consulate General,

Shanghai, May 12 1880.

Hon. Charles Payson.

2nd Assistant Secretary of State,

Washington, D.C.

Sir,

Referring to Mr. Lincoln's Dispatch No 118. to you reinstating the Interpreter at his Consulate suspended by Mr. Cheshire for an unauthorized use by him of the Consular Seal. I beg to disapprove the Consul's action as the explanation of the Interpreter as made in his letter of April 26th. a copy of which Mr. Lincoln incloses with his dispatch is unsatisfactory.

I am, Sir,

Your obedient Servant.

O. N. Denny

Consul General

Mr. Wood.

No. 25.] May 14 1880 United States Consulate General at Shanghai,

Mr. Denny Consul General. Acknowledged June 21. 1880 to the State Department,

Subject:— Receipt of Dispatches.

DEPARTMENT OF STATE JUN 21 1880 RECEIVED

ABSTRACT OF CONTENTS.

Acknowledging dispatches numbers. 55/58 to Mr. Bailey Number 3 to Mr. Denny also circular letter No. 18.

No. 25

United States Consulate General,

Shanghai, May 14" 1880.

Hon. Charles Payson.

Third assistant Secretary of State,

Washington, D.C.

Sir,

I beg to acknowledge the receipt of your dispatches numbered 55. 56. 57. 58 addressed to Mr. Bailey and number 3. to me, also circular letter number 18. dated March. 20. 1880.

I am, Sir.

Your obedient Servant.

O. N. Denny

Consul General.

For the Secretary

No. 26] May 14 1880 United States Consulate General at Shanghai,

Mr. Denny. Consul General. to the State Department.

Subject:— Wm. Scheuchin as Interpreter for Soochow

DEPARTMENT OF STATE
JUN 15 1880
RECEIVED

Mr. Denny to Secretary of State
Shanghai June 21, 1880
Rec'd June 21, 1880

ABSTRACT OF CONTENTS.

asks that Wm. Scheuchin be excused from going to Soochow as he has been appointed to fill Wm. Mackay's place at Shanghai and as Wm. Sowles is at Soochow.

No. 26

United States Consulate General,

Shanghai, May. 14, 1880.

Hon. Charles Payson.

Third assistant Secretary of State,

Washington, D.C.

Sir,

Referring to your dispatch No. 54. relating to the Interpretership at Foo-Chow. and the issuance of a commission to F. D. Sherrin Esq. as such. who. is instructed to return to that port. for duty so soon as his present duties at Canton shall have terminated I beg to express the hope that he may be excused from returning to Foochow. as I have already appointed him as Interpreter at this Consulate to fill the vacancy caused by the resignation of Mr. Maclay.

Mr.

Wm. Loudes is still at Foochow and will remain there in all probability till Wm. Wingate assumes charge of that Consulate when he will doubtless nominate Wm. Loudes to the Department for permanent employment. Should he desire to remain in the service.

I am, Sir,

Your obedient Servant

O. N. Denny

Consul General

Mr. Wood.

No. 24.] Shanghai May 14th 1880 [Received June 21. 1880.] United States Consulate General at Shanghai,

Mr. Dixon Consul General. to the State Department,

Subject:— Mr. Lewis's appointment as a Consular Clerk.

DEPARTMENT OF STATE JUN 21 1880 RECEIVED

ABSTRACT OF CONTENTS.

acknowledging. No. 55. to Mr. Bailey regarding Mr. Lewis's appointment as a Consular Clerk. and refers. to dispatch No. 11 of. 26th April last.

No. 24

United States Consulate General,

Shanghai, May 14th 1880.

Hon. Charles Payson.

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I am acknowledging the receipt of your dispatch No. 55. addressed to Mr. Bailey. I have the honor to refer you to my No. 11. dated April 26. last.

I am, Sir,

Your obedient servant

O. N. Denny

Consul General

Instance Court Mr. Ring C.S. Approved

No. 28] Mar 14th 1880 United States Consulate General at Shanghai,

Letter sent to Mr. Ring Apr 15/80 Issue 21, 1880

Mr. Denny Consul General. to the State Department,

DEPARTMENT OF STATE JUL 15 1880 RECEIVED

Subject:— L. B. Ring's complaint about his letters and papers.

ABSTRACT OF CONTENTS.

Mr. Pharris not in the consulate now. and has not been for two years and a half. Mr. Ring not a subscriber to the "North China Daily News" that these papers are sent through the Japanese post office and not the United States Consulate. that the mails are promptly and carefully distributed as mentioned in the "North China Daily News" of to day. and generally that Mr. Ring has been somewhat reckless in his statements.

Inclosure.

No. 1. Certificate of Manager of "North China Daily News".

No. 28.

United States Consulate General,

Shanghai, May. 14. 1880

Hon. Charles. Payson.

Third Assistant Secretary of State,

Washington, D.C.

Sir,

Referring to your No. 3 addressed to myself relative to irregularities in the postal department of this Consulate - inclosing copy of a letter from Mr. L.B. Ring of Millsville Wisconsin - wherein he charges that mail matter addressed by him to his friend George F. Seward at Peking, China, and also mail matter addressed to himself has been stopped at Shanghae. China, by some one in the mailing office there, and requesting me to give the subject my earliest attention,

in.

in reply I beg to say, that I have investigated the matter and the result would seem to indicate that the Complainant has been a little reckless in his statement upon this subject.

1st. It is two years and a half since Mr. Phoenix has had employment in this Consulate and is not now employed in it.

2d. From the certificate of the Manager of the "North China Daily News" which I inclose, it appears, that L.B. Ring is not now and never has been a subscriber for that paper.

3d. It appears from the same certificate that all matter from that office intended for the mail which goes to Japan and the United States has been sent through the Japanese Post office and not through the.

the United States Consulate -

Mr. Ring further says that he was employed in this Consulate General under Myers and Wells, that he knows mail affairs were conducted in an outrageous by bad manner; that he has seen letters and papers confiscated out of a pure spirit of mischief &c. If this statement is true it does not speak in the highest terms of Mr. Ring's faithfulness to his government in failing to report at once the perpetrators of such unlawful acts. However in order to restore the serenity of Mr. Ring's mind, I will add that I have changed many subordinate in this Consulate since I took over charge and that so prompt and efficient are those in charge of the postal department, that the "North China Daily

Daily News" paid them a handsome a compliment in its issue of this morning for the prompt and careful distribution of the United States mails.

I trust this explanation will be satisfactory to the Department.

Dam. Sir.

Your obedient Servant.

O. M. Dancy

Samuel Gimbal

Shanghai, May 14th 1880

This will certify that the name of
L. B. King is not on the books of
the North China Herald Office as a
subscriber to the North China Herald
or the North China Daily News newspapers,
further that our papers for the United
States all always sent through the
Japanese Postal agency at this Port.

For the Proprietors
J. Marshall

NORTH CHINA HERALD OFFICE
NORTH CHINA DAILY NEWS.

Inclosure no. 1.

with Dispatch no 28.

to the State Department

Statement of Manager of North China Daily News.

Shanghai. May. 14 1880

Mr. O'Connor

Ans. Oct. 7/80
Wood

No. 29] May 15. 1880 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department,

DEPARTMENT OF S. JUL 15 1880 RECEIVED

Subject:— Estate of Edwin Maurice Smith (deceased)

ABSTRACT OF CONTENTS.

If the will be declared void will it be necessary to sell all the property belonging to the Estate & remit proceeds to the Secty. of the Treasury for distribution.

No. 29.

United States Consulate General,

Shanghai, May 15. 1880.

Hon. Charles. Payson.

Third assistant Secretary of State,

Washington, D.C.

Sir,

In addition to the information asked for in my number 20 touching procedure in the Smith Estate I desire to know if under Sec 1709 of the Revised Statutes, if Shand the will be declared void - it will be necessary to sell all the property belonging to said Estate within one year thereafter and forward the proceeds to the Secretary of the Treasury for distribution?

I am. Sir,

Your obedient Servant

O. N. Denny

Consul General.

Per S. Press

ack.

W Wood

No. 30.] May. 15. 1880 United States Consulate General at Shanghai,

Acknowledged May 31. 1880

Mr. Denny Consul General to the State Department,

DEPARTMENT OF STATE
MAY 15 1880
RECEIVED

Subject:— Line of Steamers to San Francisco via Sandwich Is.

ABSTRACT OF CONTENTS.

The China Merchants Steam Navigation Co. propose running a line of their Steamers to San Francisco via. the Sandwich Islands.

No. 30.

United States Consulate General,

Shanghai, May 15. 1880

Hon. Charles Payson.

First assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to inform you, that under the energetic management of Mr. Tang King Sing the China Merchants Steam Navigation Company have about completed arrangements for steam communication with San Francisco and Shanghai China by the way of the Sandwich Islands.

I may have occasion to recur to this dispatch again.

I am, Sir,

Your obedient servant

O. N. Denny

Consul General.

Ack

Acknowledged July 21. 1880

H Wood

No. 31.] May 15 1880 United States Consulate General at Shanghai,

DEPARTMENT OF STATE
JUL 15 1880
RECEIVED

Mr. Dennys Consul General to the State Department,

Subject:— American Black Company.

ABSTRACT OF CONTENTS.

Establishment of a branch House at this port. Five or six hundred cases sold in four days after opening. recommends a Branch at Tientsin. Large demand for this line of goods.

No. 31.

United States Consulate General,

Shanghai, May 15. 1880

Hon. Charles Payson.

Third assistant Secretary of State,

Washington, D.C.

Sir,

Referring to that part of my trade report wherein I recommended the establishment of a House at Shanghai for the sale of American clocks. with a branch at Tientsin. I now have the honor to inform you of the establishment of such a House. here by the American block. bamboos under the honest and efficient management of their agent James K. Morse Esquire now. of Yokohama Japan.

Mr. Morse arrived here about the 15th. of last month bringing with.

with him four or five hundred cases of sample clocks, sit and trade the case. and in four days after his sample rooms were opened he had disposed of them all; In addition he informs me that, he could have sold at least fifteen or sixteen hundred cases in the same time if he had been prepared to have supplied the demand. If our manufacturers will carefully study the peculiar tastes of this market, I am certain that it will be only a very few years. till they will almost be kept busy in supplying it.

In view of the increasing demand in China for this class of goods, I had urged upon Mr. Morse - in a private letter - long before I referred to the subject in my

my report. to loose no time in
establishing his business. in this
market – for once in possession of
it with my facility on the part
of our manufactures for making
cheaper and better clocks than any
others. we could control this trade

I am. Sir.

Your obedient servant

O. H. Prunty

Consul General

Ack / Wood

F. R.

No. 32] May 15. 1880 [Received June 21, 1880]

From the United States Consulate General at Shanghai,

Mr. Denny, Consul General, to the State Department,

Subject:— Treaty with Russia and China.

PRINTED. FOREIGN RELATIONS 1880

ABSTRACT OF CONTENTS.

Inclosing text of Treaty. being the same which brought about the sentence of death upon Chung Hsou. Taken from the Shanghai Courier of Saturday May the 15th. 1880.

Inclosure.

1 Text of Treaty between Russia and China. /

F.R. 1880

No. 32.

United States Consulate General,

Shanghai, May 15 1880

Hon. Charles Payson.

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to forward to you the text of the original treaty recently negotiated by Chung How between Russia and China, and which has been the cause of so much excitement in China, and which has also been the alleged cause of sentence of death being pronounced against the unfortunate minister by the Tsung li yamen at Peking - Until now no one has yet been able to get the text of this treaty.

I am, Sir,

Your

Your obedient servant

O. H. Irwin

Consul General

RUSSIA AND CHINA.

IMPORTANT MEMORIAL TO THE THRONE.

THE MARQUIS TSENG'S INSTRUCTIONS.

THE NATURE OF THE RUSSO-CHINESE TREATY EXPLAINED.

WARLIKE ATTITUDE OF CHINA.

[TRANSLATION.]

Chang Chih-t'ung, a Sub-Reader,[1] begs, prostrated, to make the following most humble memorial to the Throne in relation to the repudiation of a treaty concluded, and in order to devise means for guarding oneself against insults. The petitioner will therefore most humbly take the liberty to point out the injuries caused (by the treaty to China), and to make his most urgent representations,—most respectfully hereby begging His Majesty to deign to give this most humble petition His sacred glance.

The petitioner, perusing the *Peking Gazette* of the last days in reference to the treaty with Russia, and to the shameful behaviour of our Ambassador, thereby exposing the honour of our country, found therein an Imperial Decree convoking the high statesmen for consulting thereupon. What the petitioner knows about the treaty itself is by hearsay and only a general outline, but even that suffices to rouse his deepest indignation.

The evil consequences and injuries caused by consenting to or refusing the execution of the treaty in question, the petitioner now begs most humbly to lay before their Majesties the Empresses and His Majesty the Emperor.

Nothing shall be mentioned of the 18 articles of the new treaty in general; but the worst point, namely, the question of the Overland trade route from Kia-yü-kuan,[2] over Si-an-fu[3] and Han-chung,[4] to Hankow, by which the (for China) most important provinces of Ts'in and Lung,[5] as well King and Ts'u,[6] and Shang-yeu[7] are delivered up, deserves particular attention. The number of trading places there will grow up with daily increasing abundance like weeds; nothing more will be kept secret, everything will be known, and while the passes at the frontier are well guarded, the interior of the country is already lost. To refuse the consent to that is the first and most essential point.

Concerning the three Eastern Provinces,[8] forming the cradle of the Imperial Family, and Pa-tu-na,[9] the most important and beautiful place of Kirin[10]; should it be allowed (to the Russians) to approach with their ships to the last mentioned place, for then also all the places of the three Eastern provinces will be approachable at their pleasure; the Capital will thus be made nearer to them, and China will become more and more divested of its present character. But there is not the slightest reason why she should push herself back from Sui-fen[11] towards the West—a tract of land of 2,000 li. Moreover, as far as the inland navigation on rivers is concerned, all the Governments have already asked for this privilege, without, however, succeeding in getting it. If this privilege should now be conceded to the Russians, all other nations will follow their example successively. To refuse consent to that is the *second* point.

That the Government gives up the levying of duties, is for the benefit of the trading classes; should this benefit be now extended to all the tribes and leagues[12] of the Inner and Outer Mongolia, the Russians will profit by this advantage for their trade and feel themselves also exempted from the payment of duties. That the trade in hands of the Chinese will thereby get more and more beggared, is a trifle in comparison to the further consequence, considering that already the Mongols are poor and weak, that the Russians will thereby coil around and fleece them, and that all the enormous expenses of the campaign in Sin-kiang[13] have been made only for the benefit of Russians. Concerning the places in the interior, as Chang-kia-kou[14] and others, when (Russian) firms have established themselves, their number gradually increases and their business become more and more extended. If hostilities should now begin, the head and tail, or a space of over 10,000 li, is hereby connected. Not to agree to such a state of things is the *third* point.

All the dependencies of China are situated in Inner and Outer Mongolia; the desert Shamo,[15] several thousand li distant, separates them from the Russians. Should these desire to trespass on the frontier, they will find on the northern side a great many obstructions and difficulties. The mail service in Mongolia is performed by the Mongolians on behalf of Russia; should she increase to the Mongolians the money they receive for it, then, on a day of important events, the despatch of the news will be accelerated, the transport of provisions for her army will find no obstruction, and it will be inevitable that our dependencies will be incited and make for them the leaders on the road. To stop this state of affairs is the *fourth* point.

By the treaty, permission is given to the Russians to pass 36 frontier barriers, a line far too long in peaceful times for the merchants. Is that not ridiculous, showing that the Russians are fooling us? At a time of great events, soldiers will enter thereby, and how shall we then guard ourselves? To refuse them this stipulation is the *fifth* point.

To no merchant whatever is permitted the right of carrying arms. Now, with no reason whatever, the right is conceded to every individual to carry with him a gun. What is the meaning of that? When a multitude, numbering a hundred or thousand, of [illegible] suddenly enters our territory, [illegible] the distinction be made as to who [illegible] who are merchants? To refuse this [illegible] the *sixth* point.

As in everything, so also in the question of duties, the Russians think to cunningly evade payment thereof. Should the other nations expect the same concession, the income of the Customs of Hankow will gradually, and year by year, diminish to the extent of several millions. To refuse this concession is the *seventh* point.

Although in the 3rd year of Tung-chih (1864-5) the frontiers of Sin-kiang were already defined; again, they desire to occupy more of our country and cut us off from the Southern portion of the road of the eight cities.[16] The actual situation of Sin-kiang is thus, that the northern road is bare and depopulated, while the southern places are prosperous and populous. (China) has now to receive a stony and arid soil, and for it give up the fertile and rich

soil, and all this for a visionary fame, but in reality to cause misery. This is a reason for refusing the *eighth* point.

At Ili,[17] Tarbagatai,[18] Khobds,[19] Uliasutai,[20] Kashgar, Urumtsi,[21] Kuché,[22] Turfan,[23] Hami,[24] and all the other places beyond the Kia-yü-kuan, Consular establishments are to be allowed; thus the whole frontier region of the western cities will be entirely under their control. The presence of foreign officials will bring also foreign customs' establishments; these, when established, will receive (for protection) foreign soldiers. Thus the power heretofore wielded by us will be at once usurped, so that we shall be the guests and they the hosts; they will have at those places their authorities, while we shall be without any of them; they will have a garrison while we shall have no garrison. The law prevailing with all the other nations is to allow the establishment of Consulates of other nations in the remotest spots on the seashore. If now-a-days Russia, in this respect, takes the start with Uliasutai, Khobdo, Urumtsi, Kuché, Hami, and Kia-yü, kuan, which places are all within our boundaries, then all the other nations will also like to profit by this article; then all the places in the interior of the 18 provinces will be filled with foreign officials. To disallow this is the *ninth* point.

Russia returns three-fourths of Ili.[25] From the ridges of the mountains and beyond the passes the (Russian) settlements there remain as heretofore, thus giving them the dominating position and checking us by their strongholds. The division being made so that the western part of Ko-ho-erh-ko-si River and the south of Ko-erh-man-tou is restored to us, we get thereby no new land to cultivate, no pastures, and no benefit whatever in this country. In Kin-ting-ssi the Russians ever since had their trading establishments; according to the treaty now concluded, this territory has been ceded to Russia, and will not be restored to China. It is true only a strip of land (remains with Russia) but the eastern part of the road[26] will go through Russian territory and we shall be cut off from the outlet; the few people remaining with us will thus remove there, and we shall be hereafter without people. We threw away 1,800,000 (Taels) of most useful money in return for a useless tract of land, the ground of which is of no benefit, without people, and without the outlet of the road of Ili. What is the use of it? Not to allow this is the *tenth* point.

The Russian demands show covetousness and truculency in the highest degree, and Chung How, in his extreme stupidity and madness, agreed to them, but Their Majesties the Empresses and His Majesty the Emperor being incensed by this outrage, the Ambassador was changed accordingly; and fully aware of the clearness and justice of the case, the Grand Council was convoked. The high functionaries of the Privy Council, His Imperial Highness, the Prince, and the Ministers of the Tsungli-Yamen, the hundreds of officials of the various parts of the Empire—in one word, all the people—are fully aware that this state of affairs should not be allowed; and although not daring to express the public sentiment for an alteration of the stipulations,—fully apprehending, considering that as the treaty is an accomplished work, serious complications between the two nations may arise,—still the Petitioner himself thinks that such apprehensions are groundless. The treaty *must be altered*, in spite of all future troubles. If we do not alter the treaty, we are not worthy to be called a nation.

Earnestly begging that my entreaties for an alteration of the treaty may be heard, there are four most important reasons for it. For the first, the absolute necessity; for the second, a strong voice; for the third, the right; and for the fourth, the scheme (to be carried out).

What is the absolute necessity? A treaty was concluded with every disregard of right, and agreed upon by the Ambassador, but refused by the Government, whereby Chung How brought evil on the Empire and joy to the enemy. Returning home by his own will and on his own responsibility, all our countrymen demanded his decapitation, asking that he should be delivered to the Board of Punishments, and that the crimes of an ambassador should be dealt with according to law, and thus also to shut the mouth of the Russians. According to International Law, any disobedience shown to the orders of the Emperor is regarded as exceeding the powers conferred by His Majesty, and all the powers of such a minister are point by point made out by the Government; Chung How's crime is the disregard he had for the secret instructions and for the Imperial will; his case is similar to the one which brought Ki-ying to prison. The final decision is clear, and I therefore say: let Chung How be executed. This is the *absolute necessity*.

What is a strong voice? The Russians insulted our helpless and sluggish ambassador and extorted his signature; for one penny the Russians spend they want the return of hundreds of pounds, and even then they are dissatisfied. Although Russia is a great Empire, she ought to feel ashamed of her dealings. Though she out rageously incites China, yet all the kingdoms of the globe are on our side. The Russian Minister at Peking, not waiting for the final issue of the treaty, threatens to withdraw to Russia; but even in foreign countries such custom does not exist. Moreover, Mr. Koyander is only a Chargé d'Affaires; how can he return by his own will and responsibility? It is clearly nothing else but a threat. Let him go or remain as he pleases, it is not necessary to consult him about it. The best course now to be adopted is to issue an Imperial Decree clearly stating therein that the Russians are unjust, and also giving the reasons why the people and officials object to the stipulations; let (this Decree) be promulgated in Inner and Outer China; let all the other powers decide for themselves which of the two is in the wrong; order also the Assembly (?) to publish in the newspapers how reasonable we were towards Russia, and how all our yielding is now exhausted. Let orders be issued to the high officials along the frontier to prepare quietly for war, according to the people's wrath, for they are wearied with the continual yielding, and accordingly China is resolved not to yield further. Although Russia is very great, yet since the last wars with Turkey she has weary soldiers and is without funds; her statesmen have parted, the people are exasperated, and during the last years many attempts were made against the life of her ruler. Should he now again reject our friendship and attack us as enemies, the people there, considering the distance, will get wearied, and outbreaks in his own household will be inevitable, to which finally he will succumb. How can he then look after other people's affairs? To proclaim this near and afar, this is what I call a *strong voice*.

What is the right? A great many gifts originated on account of I-li. According to the treaty in question, what China receives is only

the two empty characters, *I* and *li*; what she in lieu thereof throws away is 20,000 li of real ground at Sin-kiang; besides, to pay every year from 40,000 to 50,000 (?) taels for the maintenance of the army garrisoned at those remote parts of our frontier, for cultivating land, and building cities. The possession of Siu-kiang for us amounts to about the same as if we were not to possess it. For the desire to have Ili, we have to sign a treaty, the blame for which rests entirely with us; the recovery of Ili is also a fault, which, however, is shared by them. Although the ambassador has signed the treaty, still he did not receive the Imperial assent to it, and the Treaty cannot therefore be considered as ratified. The case is precisely the same as described in old books, where no treaty concluded could come into force unless the blood of a sacrifice was sipped by the contracting parties. How can the Russians without any right whatever, and bare of any argument, consider it as a wrong done to them? For this reason all our subsequent claims on Ili will only increase our right to it.

What is the *scheme*? Should the Russians declare their good faith in us, the movements of their armies may stop. But if Russia disregards justice and law, and rejects our friendship, then preparations (for a war) have to be made in three directions. One at Sinkiang, one at Kirin, and one at Tientsin.

Tso-Tsung-t'ang, with his so many times victorious army, has an always vigorous military strength in hand. (His seconds in command) Kin-shun,[26] Lieu-kin-t'ang,[27] Hsi-liang[28] and Chang-yao-lu[29] are very able generals; besides we can quietly await the movements of the Russians, who, worn out by fatigue, must be defeated. Combined with the Lamas and Djassaks[30] plans can be devised for cutting off their retreat, and then horses and steamers cannot bring them home again.

Should they break out at Kirin, the frontiers there are very distant; and the forests are very thick. From that region to the Russian capital is a distance of over 20,000 li. The solitary army has to enter very deep, but the supply and transport of the provisions will be very difficult. The army used there cannot be very strong. A general, skilful in civil and military matters, should be specially selected; he should be invested with great and extraordinary powers, and be provided with sufficient funds for his army. Half of the armies of the southern and northern sea are to be brought under the command of clever leaders to the three Eastern provinces. Tso-Tsung-t'ang and Kin-shun should be ordered to detach from Chihli[31] generals of military abilities for the three Eastern provinces, and arrived there they should be ready for orders. The butchers of So-lun[32] and Ha-t'sin shall be called together and taught military drill, as these men are in general of a martial disposition and brave, and already accustomed to fight with the Russians. The victory will be thus sure. Should, however, a small defeat occur, let the force keep together for a few months, as the Russians will disperse by themselves and retreat.

Although Tientsin is close to the capital, still the Russian men-of-war will not be allowed by the English and French to proceed thither, and, according to law, they cannot pass the Suez Canal, thus they will be constrained to carry their troops in merchant vessels, but these again are not to be compared with the European ironclads.

Li Hung-chang declared that China shall do her duty; in a forthcoming struggle with Ruisia she need not fear of remaining isolated; with the greatest possible speed let our selected soldiers be drilled; arm the fortifications according to the newest German improvements, If we should be victorious in this war, bestow on the victors the titles of Dukes and Earls; if not victorious, punish the warriors with additional severity. Instead of paying 2,800,000 Taels as indemnity for Ili, this sum should be used for engaging strong European soldiers, who will fight for us. The Russians encroach steadily on Huei-kiang[33] and swallow Howhan; their object thereby is to have the line at the back of India connected with these distressing designs. England is also harassed.

Should Li Hung-chang explain to the English Minister in this way, that if the lips are lost the teeth will feel cold (viz., if the outlying states are taken by Russia, England will be in danger), he will perceive and also hate the common enemy. Let the generals who distinguished themselves during the latter years, such as P'eng-Yü-lin,[35] Yang-Yo-pin,[35] Pao-Ch'ao,[36] Lieu-Min-chuang,[37] Shan-Kuei, Tseng-Yü-ying,[38] Kuo-Sung-ling,[39] Sung-K'ing,[40] Shou-C'hang, Peng-Tsu-hang,[41] Kuo-Pao-ch'ang, Tsao-Keh-shang, Li-Yung-lin, Chen-Kuo-jui,[42] who are either still in office or retired after due consideration, be called by Imperial mandate to the capital and be ordered to arrange an excellent plan; then place them either in Peking, or Tung-chau or Tientsin, or Ta-ku or in the three Eastern provinces, so that they shall be ready there in case of the outbreak of the war. Placed there they will be like ferocious tigers in the mountains, of which people are terrified. This is the scheme.

Although inexperienced, the petitioner nevertheless dares to express his opinion; he does so only from the deep interest he feels in his isolated native country, fully aware of the changes of the time, and how troubles and difficulties daily accumulate, by the Europeans usurping our power, by the Japanese earnestly endeavouring to annex parts of our territory, and by the Russians who are stirring up mischief. If we again suffer and yield, then from that moment all the other nations will also press upon us. What will happen if we suffer that or if we do not suffer it? If we yield to that or if we do not yield to it? No matter, if we only *do* resist the Russians for, although victory was hitherto with us, in the event of war victory and defeat are uncertain.

The petitioner thinks that if the Russians should fight, they would not be able to cross the Kia-yu-kuan, and even if they will, they will not be able to approach Ning-ku-tah,[43] and therefore they cannot hurt us much. As their advance will last a considerable time, they will not find food at the resting places, and their strength will thereby get weakened. What is then to be dreaded? Now is the time to ascertain if China is weak or strong, and if she possesses clever men, and accordingly whether she will rise or sink. Now with valorous generals and scheming statesmen is the time to fight. If again several years elapse, Tso-Tsung-t'ang, although then perhaps still alive, will be too old; Li-Hung-chang, although not weakened, will be too old, and so with the skilled and ardent ones gradually dying out; even if the desire for war should still prevail, it would be impossible to go to war. The Russians have already built up cities in the East, their troops are garrisoned in the West, their trading establishments are situated in the North, and so up and down and across their abodes are to be found, this side and beyond the Great Wall, on every high road, even Corea is intimidated by them.

As we are now distant and separated from them, we can guard ourselves; but later, when they have reached our outposts to fight with us, it will be too late. The most important thing is now, while negotiations for a revision of the treaty are going on, to prepare for a war, but even if the treaty should not be altered, the warlike preparations should nevertheless not be discontinued. As far as the negotiations in regard to Ili are concerned, they might be delayed, in order that our preparations might be more effective. Chung How, however, has to lose his life. Even in the case that the treaty has been altered, his life should be forfeited; also in the case that the treaty will not be altered. This is the general opinion, and not simply the petitioner's own.

To assist His Majesty in the Government is the duty of all the high provincial officers, and also the duty of all the officials; the negotiations with Russia have, according to the rule, to be conducted by the Tsungli-Yamen, but the final decision rests with Your Majesties the Empresses and your Majesty the Emperor.

As this question concerns the deepest interests of the country, the most humble petitioner cannot keep silent and does not dare to remain idle; he begs therefore that Sublime Grace may lay the petition before the high statesmen, that they may deliberate upon a petition made in grief and wrath. May Your Majesties deign to bestow upon this most humble petition your sacred glance!

— —

EXPLANATORY NOTES TO CHANG CHIH T'UNG'S MEMORIAL.

1—*She-Tuh*, 侍讀 a Sub-Reader of the Han-lin Academy. Two are Manchu and three Chinese. Secondary fifth degree.

2—*Kia-yü-kuan*, 嘉峪關, the most westerly gate in the Great Wall, at the end of it, in Kansuh.

3—*Si-an-fu*, 西安, capital of the province of Shensi; Lat 34° 17′, Long. 108° 58′.

4—*Han-chung*, 漢中, prefectural city in Shen-si, Lat 32° 58′, Long. 107° 12′.

5—*Ts'in*, 秦, and *Lung*, 隴, old historical names for Shensi and Kansuh.

6—*Kiang* 荊, and 楚 *Tsu*, old historical names for Hu-kuang, viz., Hu-peh and Hu-nan.

7—*Shang-yeh*, 上游, above the elbow of the Yellow River in Shansi near Tung-kuan.

8—The *Three Eastern* (Manchurian) *Provinces*, are Heh-lung Kiang, Kirin, and Feng-tien.

9—*Pa-tu-na*, 伯都納, Petuné lies in the north-western part of Kirin—Lat. 45° 10′ N., and Long. 124° 40′ E.

10—*Kirin*, or Ghirin, 吉林, a large country to the N. E. of Shing-king, bordering on the Sea of Japan, and the Gulf of Tartary.

11—*Sui-fen*, 綏芬, a little river discharging in the bay of Peter the Great, opposite and to the West of Wladiwostok.

12—The Banners of the Inner Mongolia are divided into six Leagues (盟 *meng*), which embrace the whole of the 24 tribes (部 *pu*) under which they are distributed.

13—The territories of Sungaria, on the north, and of the Mahommedan cities (Kashgaria) on the south, are designated generically as *Sin-kiang* 新疆 or the New Dominion.

14—*Chang-kia-k'au*, 張家口, or Kalgan, a large town on the line of the caravan road. Lat 40° 51′ N. and Long. 114° 15′ E. Other places where Russian firms are established, are: Urga, Ili, Tarbagatai and Kuran.

15—*Shamo*, 沙漠, the desert of Gobi.

16—The *eight cities* are: Kashgar, Kharashar, Kuchê, Aksu, Khoten, Hami, Ush and Yarkand.

17—Ili for Kuldja.

18—*Tarbagatai* or Tashtava, an important garrison and town on the frontier of Ili, in Lat. 47° N.

19—*Khobdo* or Cobdo lies in the N. W. of Mongolia, Lat. 47° 30′ N., and Long. 85° 30′ E.

20—*Uliasutai*, lying N. W. of the Selenga river.

21—*Urumtsi*, a town in Songaria, now included ine Kansuh, Lat. 43° 45′ N., and Long. 89° E.

22—*Kuche*, a large garrisoned town, in Lat. 41° 37′ N. and Long. 82° 55′.

23—*Turfan*, now included in Kansuh, on the confines of the Great Desert, in Lat. 42° 40′ N. and Long. 90° 48′ E.

24—*Hami* or *Hamil*, a town included in Kansuh, west of the Great Wall, in Lat. 42°, 1600 li beyond Kia-ya-kwan.

'This note comprises a map of the places; but we are compelled to hold it over for the present.'

25—The road from Kuldja to Ak-su and Kashgar.

26—*Kin-shun*, 金順 the conquerer and butcher of Hami and Manas, in Mandchu, Banner General of Ili.

27—*Lieu-kin-t'ang*, 劉錦棠 from Hu-nan, Commissioner of the Office of Transmission, a nobleman of the 5th degree.

28—*Hsi-lun*, 錫綸 a Manchu, formerly a General in Tso's army, now retired.

29—*Chang-yao* 張曜 amp and Garrison Intendant of the province of Kuang-tung.

30—The characters (札宇) in the Chinese original, must be wrong. They cannot be anything else but 扎薩克 meaning *Djassak*, Chieftain of a Mongolian banner.

31—One would scarcely believe it, but such is the case. In the event of war Pek'ng shall order Tso in Kansuh, who occupies also the highest military command, to order Li in Chihli to detach generals for the three Eastern provinces, which border in the East and North-east to Chihli.

32—*So-lun* 索倫 Manchus from the region of the Amur, also partly settled in the Ili region.

33—*Hwei-kiang*, 回疆 a name for Chinese or Eastern Turkestan.

34—*Peng-yu-ling*, formerly Vice-President of the Board of War, now commanding Admiral on the Yangtsze, native of Hunan.

35—*Yang-yo-pin*, formerly Viceroy of Szi-chuen, now retired.

36—*Pao-ch'ao*, native of Szi-chuen, formerly Lieut. General of Peh-kiang, retired, and now called by the Emperor to Peking.

37—*Lieu-min-chuang*, native of Anhuei, formerly Lieutenant General in Chihli, now retired.

38—*Tseng-yu-ying*, native of Yun-nan, now Governor of Kui-chan.

39—*Kuo-Sung-ling* now Lieut. General in Chihli.

40—*Sung-k'ing* now Lieut. General in Szi-chuan.

41—*Peng-Tsu-Hong*, a native of Hu-nan, now commanding Admiral in Fuh-kien.

42—*Chen-Kwo-Jiu*, known by foreigners as the instigator of the massacre of Tientsin.

43—*Ning-Ku-Ta* or Ningunta, the largest town in the province of Kirin, the residence of the officers commanding the south-eastern part of Kirin, lying on the sea of Japane; it lies on the Hurba, a branch of the Songar river, in Lat. 44° 55′ N. and Long. 128° E.

THE RUSSO-CHINESE TREATY NEGOTIATED BY CHUNG-HOW.

The following is the substance of the Treaty entered into by Chung How with Russia, and which has not been before published. The part referring to the right of each Russian to carry a gun, noticed in the memorial, appears to be omitted from the copy sent to us, and we have not been able to supply the omission :—

Article 1. Russian consents to restore Ili.

Article 2. China consents to grant an amnesty to the inhabitants of Ili.

Article 3. The inhabitants of Ili who remove to Russian territory shall be treated equally and enjoy the same rights as Russians.

Article 4. The property hitherto acquired by Russians in Ili shall be retained by them in future.

Article 5. The negotiations for the rendition of Ili shall be conducted on behalf of China by Tso-Tsung-t'ang and others, appointed for this purpose by a special Imperial decree; and on behalf of Russia by (General) Kauffmann specially delegated for it.

Article 6. For the restoration of Ili, China agrees to pay to Russia the sum of 5 Million Roubles, payment thereof to begin from the day of the exchange of the treaty and to be completed within a year.

Article 7. Ili being restored, the land west of E-Ko-si River and South of the Li-shan (Mountains) down to Tekes River is ceded to Russia.

Article 8. It is agreed that the frontier at Ta-ch'eng (Tashkend t) shall be modified.

Article 9. After the boundaries have been fixed by the special delegates, boundary posts shall be erected.

Article 10. In addition to the consulates already established, in accordance with previous treaties at Kashgar and Urg, new consulates shall be established at Kia-yü-kuan, Wu-ko, Hami, Turfan, Iumutsi, and Kuch.

Article 11. In dealing with official affairs the Consuls and the Local Authorities shall use in their correspondence to each other the form of a "letter," and the consuls shall be treated according to customs as guests.

Article 12. Russian merchants in Mongolia and in the provinces of T'ien-shan, Nan-lu, and T'ien-shan Peh-lu shall not pay duties for their merchandise.

Article 12 Mercantile depôts shall be established in all those places where Consulates are, and also in Kaligan.

Article 14. Russian Merchants may transport their goods from and to Kalgan, Kia-yu-kuan, Tientsin, and Hankow, by passing Tung-chau, Si-an-fu and Han-chung, and when transporting native produce for Russia, they shall use the same route.

Article 15. Not until five years after the Imperial sanction shall this treaty be revised or altered.

Article 16. As regards the desire of the Russian merchants for a special duty for inferior tea, this question shall be settled by the Tsungli-Yamen.

Article 17. As in the previous treaties the Local Authorities shall endeavour to find out the cattle which run away beyond the frontier, but they shall not pay for any such actual loss.

Article 18. One year after the conclusion and Imperial signature of the treaty the ratifications of the same shall be exchanged in the Russian Capital.

Diplomatic Series.

Inclosure no. 1,

with dispatch no. 82.

To the Department of State.

List of Russian Chinese Treaties

Report whether the persons employed in Mess^rs L & C's absence drew salary. L. P.

No. 33.] Shanghai, May 24, 1880 — United States Consulate General at Shanghai,

DEPARTMENT OF STATE
JUN 30 1880
RECEIVED

Mr. Denny Consul General. to the State Department.

Subject:— Messrs. Lewis & Caffrey. Pay. Aug. July 3. 1880 Record

ABSTRACT OF CONTENTS.

Recommending that Messrs. Lewis and Caffrey be paid their salaries for the time they were idle, being ten and half months from the time of their last payment by act of Congress to the time of their reinstatement in their respective places in this Consulate General.

No. 33.

United States Consulate General,

Shanghai, May. 24. 1880.

Hon. Charles. Payson.

Third Assistant Secretary of State,

Washington, D.C.

Sir,

As Messrs. Lewis and Caffey were illegally denied the privilege for ten and half months of performing the official duties of their respective positions in this Consulate, and as they remained idle during all this time expecting to be reinstated, it would be but simple justice for the Government to pay them for this time at the rate of. say two thousand dollars. per annum. Mr. Lewis. compensation as Clerk and Marshal is greater than this sum

sum. but he will be satisfied to have the matter adjusted on the basis of the sum named.

As you are familiar with all the circumstances surrounding the case I deemed it sufficient to only call your attention to the matter. In conclusion I beg that you will advise them through me of the cause to be pursued in order to collect the money due them.

I am, Sir,

Your obedient servant,

O. H. Denny

Consul General

Expresses the hope his plans will not prevent his acceptance of the position recently offered to him of Sec to the Commission.

No. 34] Shanghai May 25. 1880 United States Consulate General at Shanghai, C.P.

Mr. Davis. Consul General. to the State Department,

Subject:— Wm. Pethick leaves the service.

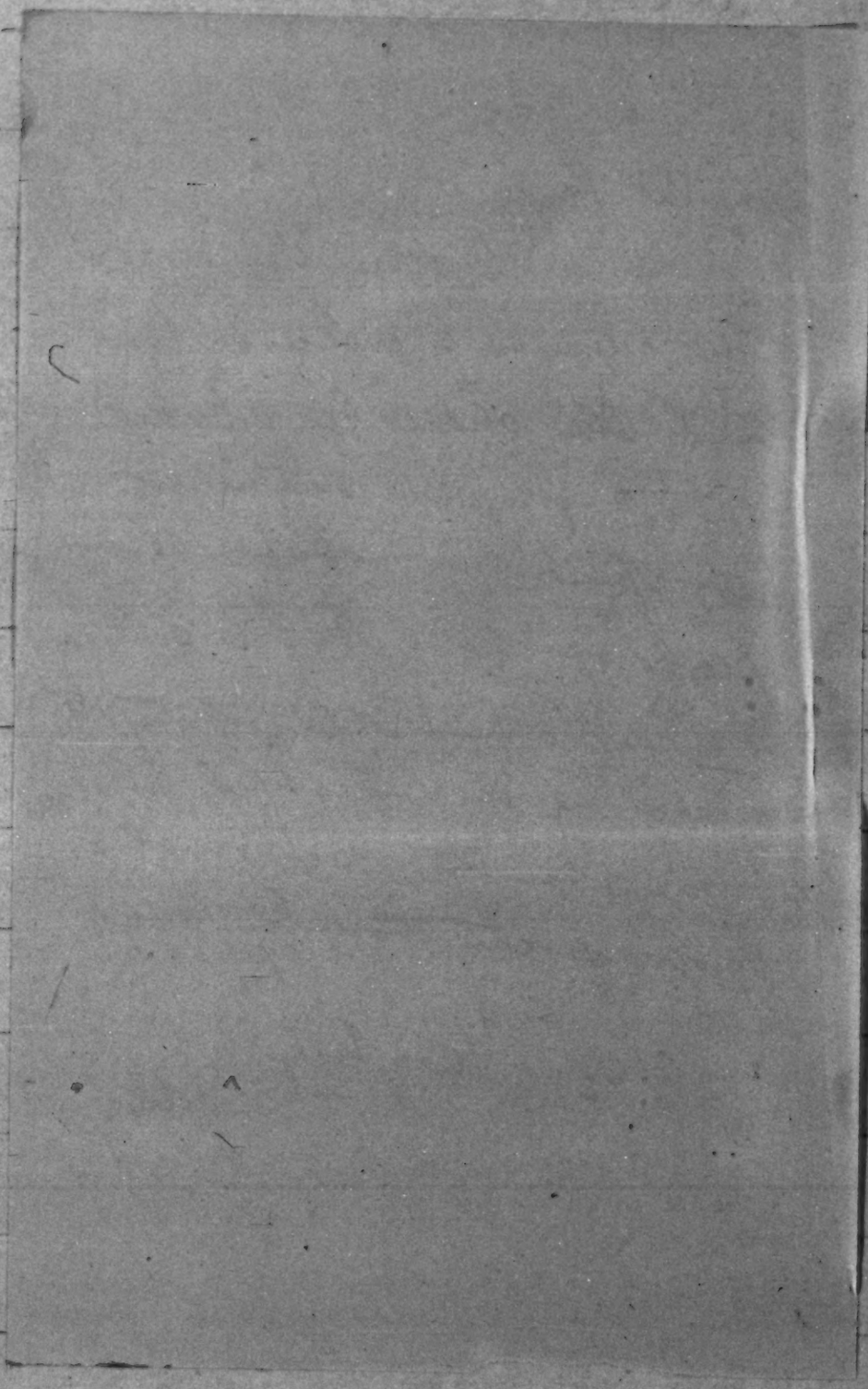
ABSTRACT OF CONTENTS.

Wm. Pethick leaves to go into business in consequence of the inadequacy of the pay. Thus the Consular service in China is left with but Wm. Shuckin at Shanghai and the Rev. Holcombe at Peking.

Dear Mr Payson.

When this despatch of Mr Denny's is acknowledged I think he should be rebuked for the unbecoming manner and spirit in which he speaks of Mr Holcombe. It is not a part of his duty to indulge in disrespectful allusions to men in the Diplomatic service of the country in China.

Yours truly J. D.



No. 34.

United States Consulate General,

Shanghai, May 25th 1880

Hon. Charles Payson.

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I regret to inform the Department of the retirement from the Consular service of another Interpreter. This time it is one of the most proficient in the Chinese language and one who has rendered faithful services to his Government. I allude to Wm. N. Pittock now in charge of the Tientsin Consulate. He is at present in Shanghai arranging his business connections for the future at Tientsin. The business for which he has

has exchanged his Consular Standing
is that of a merchant - His
determination has been arrived at
with much reluctance on his part
as I know of my own personal
knowledge. He was very
anxious to make the Consular
Service his career. but on account
of the inadequate compensation he
has been compelled to abandon it.
for a calling more remunerative -
While it is to be regretted that
the Consular Service in China
is to loose Mr. Pittock, yet in
a commercial point of view the
United States is to be congratulated
in the establishment of an American
House at Tientsin, with an honest
and capable business man like
Reinhardt

himself at its head. This leaves the Consular Service with only two interpreters in China Mr. Lobscheid who is now employed here and the Revd Holcombe at Peking. The latter is said to be rather uncertain as an Interpreter on account of his superficial knowledge of the Chinese language I sincerely trust that we may have at last one who is a reliable help in the Service, for God if nothing more.

Dear Sir,

Your obedient Servant

O. N. Denny

Consul General

Ans July 22/1880.
Comply if no objection appears,
C. P.

No. 35] May. 29. 1880 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department, Seward

Subject:— Record Books.

ABSTRACT OF CONTENTS.

asking that the Record Books of this Consulate sent to Washington as evidence in the charges against Seward and Bradford may be returned, as it is necessary to refer to them in future

No. 35.

United States Consulate General,

Shanghai, May 29th 1880

Hon. Charles Payson.

Third assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to request that the books, papers &c mentioned in Com. Stahel's nos. 44. and 85. forwarded by him to the Department, to be used as evidence in the cases against Seward and Bradford, charged with official peculation in this office, be returned, as they are absolutely necessary for future reference.

I may add that during the short time I have been in charge of this office I have desired on several occasions to refer to some parts.

parts of these records.

Sam. Sir.

Your obedient servant.

O. M. Drury

Samuel Gumbel

Mr Wood

No. 36] June 4. 1880 Rec'd Aug. 9. 1880 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department,

Subject:— Acknowledging dispatches

DEPARTMENT OF STATE JUL 13 1880 RECEIVED

ABSTRACT OF CONTENTS.

Relating nos. 3. 4. & 5. & circular letter July 24. 1880.

No. 36.

United States Consulate General,

Shanghai, June 4 1880

Hon. Charles Payson.

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have to acknowledge the receipt of your dispatches numbered 3. 4. and 5. also circular letter signed by the Honorable First Assistant Secretary of State dated February 24th 1880 which shall receive my attention.

I am, Sir,

Your obedient Servant

O. N. Denny

Consul General.

Acknowledges satisfaction to &c.
Report as to the suggestions relating thereto

No. 34.] June 21. 1880 United States Consulate General at Shanghai,

Mr. Denny, Consul General. To the State Department,

Subject:— Official visit to the Treaty ports on the Yangtze.

Rec'd Aug. 9. 1880
Referred to Secretary of the Treasury Aug. 9 1880
Answered Aug. 21 1880
Ack. Aug. 21 1880
C. P.

DEPARTMENT OF STATE
AUG
2
1880
RECEIVED

ABSTRACT OF CONTENTS.

Visit to Chinkiang. Nanking. Wuhu. Kiu Kiang and Hankau. Flattering reception by all Chinese officials & and especially the Viceroy at Hankau.

No. 34.

United States Consulate General,

Shanghai, June 21. 1880.

Hon. Charles. Payson.

Ass't Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to inform you, that on the 13th day of May last I received an official communication from Rear Admiral Pattison - commanding the Asiatic Station - informing me, that it was his intention to send one of the vessels under his command up the Yangtze as far as Hankow, on or about the 25th day of the same month, and tendering me a passage - should I desire to visit the ports up that river officially - In thanking the Admiral for this courtesy I

I informed him that I would be unable an account of other official duties to leave Shanghai before the 5th. or 6th. inst. and that if for any cause the departure of the ship should be delayed till that time I should be most happy to accept his kind offer as I thought such a visit would be for the interests of our service, especially as the Consul General had not visited the ports on the Yangtze officially for a number of years. — To this the Admiral replied, that as it was an expensive trip for a vessel an account of pilotage, coal &c. and as the results would certainly be far more satisfactory to the Government from a combined visit he would gladly delay the departure of the vessel until the time named by me, accordingly.

accordingly, on the morning of the 6th. inst.
I left Shanghai on board the United States
Steamship "Ashuelot" under the command
of Commander Wm. L. Johnson U.S.N.
The next morning, about 8 o'clock
we arrived at the port of Chinkiang
which was at once saluted by
Commander Johnson with twenty
one guns - to the gratification of
the Chinese officials, as this was
the first time they had had this
courtesy paid them - which was
returned by the Forts on the hill
overlooking the city. A boat in charge
of an officer was sent off to the
Consulate to invite the United States
Consul Wm. William L. Scruggs on
board and to tender him a passage,
to which the Consul promptly
responded.

responded in person. The Captain officers and myself were then invited off to the Consulate where we were entertained by the Consul in his usual hospitable style. — While there I inspected the Consular premises which I found neat and well kept The office and court room are under the same roof that covers the residence. Upon entering the office it appeared to be conducted systematically and in accordance with the regulations, which upon an examination of its records was born out by the facts Mr. Scruggs appears to be on friendly relations with the Chinese officials of his port, and his official intercourse with them such as to command their respect —

Mr.

We left Chin Kiang about 3 o'clock in the afternoon having on board another Consul at that port who visits Nan= kan with us upon the invitation of Commander Johnson. We arrived at Nanking about ten o'clock the same evening.

Before my departure from Shanghai I informed the Viceroy of Kiangsi, Kiangsu and Nganhwei Provinces who resides at this city, of my desire to pay my respects to him officially. I also notified His Excellency of our arrival at this port and of a desire on the part of myself Captain Johnson and his officers to pay him an official visit at such time as he might be pleased to name

His.

His Excellency replied that he would be pleased to receive us at ten o'clock on the morning of the second day after our arrival – the 9th. instant. – This not being an open port. I also informed His Excellency that Commander Johnson would out of compliment to his Government and the high office which he has the honor to fill, fire a salute of twenty one guns at eight o'clock on the morning after his arrival. This salute was returned gun for gun by the Flagship of the Chinese fleet then anchored there. Everything having been arranged for our visit to the Viceroy – official chairs – the only means of conveyance having been provided by the Taotai, I left accompanied by Com. Jernegan. Commander Johnson

Lit.

sir of his officers and Mr. Wheeler
my Interpreter. The Nineveh.
yamen being in the centre of the
city distant about six miles it was
necessary to leave the vessel about
seven o'clock in the morning in
order to arrive at the appointed
time. Passing the first gates we
were within the walls of the city,
and the journey to the yamen then
became one of deep interest. as we
rode by ancient historic ground.
The city is surrounded by a wall
thirty five miles in length. from
thirty to forty feet in height and
considering its age remarkably well
preserved. Here was the capital
of the Empire in the reign of Yah
ming the head of that dynasty
and.

and whose tomb now stands almost within the shade of its ancient walls - On either side as we passed were to be seen gardens full of vegetables and spaces of bamboo. when the same spaces which but a few years ago was covered with houses filled with human beings. In fact before it was dispaired by rebellious hands - about the year 1854 - it was one of the largest, best, built and most densly populated cities in China - containing about three (3) millions of people. In our journey to the Yamen we passed over the celebrated Nanking creek. which during the Taiping rebellion used as a receptacle for about eighty thousands (80.000) of the slaughtered. For four or five miles it was literally

pantoons.

pantoons with dead bodies and its waters where they joined the muddy Yangtze were red with the blood of its unlucky victims — Arriving at the Viceroy's yamen we were received by that dignatary and his officials in a cordial manner. During an interview of about an hour many compliments were exchanged, one of the most significant as well as gratifying speeches made by the Viceroy was to the effect that it would be much better if official intercourse between Chinese and foreigners was more frequent than it is. for then they would understand each other better in the transaction of business. — Before taking leave of His Excellency he expressed a desire to return our visit, but, on account of our limited time.

time and the distance to the vessel was increased him.

I have dwelt at some length upon this visit as I consider it an event of more than passing significance. For several years this city has been the very hot bed of anti foreignism and foreigners have not been permitted to pay their official respects to the Viceroy. It was the present Viceroys predecessor who out of sheer hatred to foreigners purchased and tore up the little "Wooseung railway" and shipped it off to Formosa. Now the present Viceroy came from Hanan where the feeling is anything but friendly to foreigners yet, notwithstanding the fact that the action of the former Viceroy had a tendency to create a strong

strong prejudice among the people and the further fact, that we were the first foreign officials entertained or received by the present Viceroy we were treated with great civility by both people and officials.

Leaving Nanking we arrived at Wuhu early in the morning of the next day. This is one of the recently opened ports. It is under the Chin-Kiang Consulate, but no provision has yet been made by the Department for the establishment of a Consular agency. Upon arriving Commander Dahlman saluted the port with twenty one guns which was returned by the Chinese officials. This is quite a large city; the important trade consists principally of

of cotton piece goods and coal oil, while the export trade is tea and raw silk. Its future importance however so far as foreign trade is concerned is not an unknown quantity. Twelve or fifteen persons represent its foreign population at the present time.

The next port is Kiu Kiang where we arrived early in the morning after leaving Wuhu. The regular salute of twenty one guns was given, which was also returned by the Chinese officials The Hai Kwan Taotai called on board to pay his respects, which visit we returned in the afternoon In both instances the Taotai appeared to be well pleased with our visit. While here we were entertained handsomely by Mr & Mrs. Sykes

Mrs

Mr. Lyons is an American citizen and Commissioner of Customs now stationed there. Kiu Kiang is quite a large city with a small foreign settlement on the bank of the Yangtze, and is celebrated for its fine porcelain. Here is located the Imperial pottery works, where now is made the finest porcelain in all China. Its import trade consists principally of price goods, coal oil, lamps & clocks while it exports porcelain, tea, silks &c. It seems to me that it is destined to be a part of some considerable importance in the future of foreign trade. It is under the Hankow Consulate and at one time a consular agent looked after American interests but he resigned and moved away. Mr. Shepard.

Shipard has since appointed another
The records of the agencies are now
in the Hankow Consulate – In this
connection I desire to urge the ne-
cessity of maintaining at all times
these agencies when it is possible
to procure reliable agents. To this
end it should be the policy of the
Government to pay such compen-
sation as will be an inducement
for energetic persons to act in
such capacities, in this respect
the policy of our Government
is certainly inferior to the one
pursued by Great Britain: upon
the opening of a port in China
the British Government is the
first to establish and maintain
a consulate with a full consular
staff.

Kiu-Kiang.

staff and although the business in the beginning may not justify the expense yet it does in the end, for it is largely due to this system of pioneering in the Consular Service, that enables her to maintain her commercial supremacy in the East. It is therefore important to the Consular Service in China, that Congress refused to abolish the Consulates of Chinkiang, Ningpo and Canton especially the latter, for instead of there being too many full Consulates in China we have too few. Then again Consulates should not be filled by persons whose greatest ambition is to draw the salary only, but, by active men who take an interest in increasing our trade

trade with China.

On the 13th we arrived at Hankow. Before leaving Shanghai I informed the Viceroy there - who is a brother of Viceroy Li at Tientsin - that I would visit his port on or about the 12th. or 13th. of June. and sent him a very flattering letter from his brother at Tientsin introducing me. When we arrived the walls of the Forts on the left bank of the river were lined with Soldiers and flags. and on the right bank. were stationed about one thousand (1000) Soldiers with flags &c. who fired Salutes as we approached. which were returned by the "Ashuelot"

The Commander sent a boat off with an officer to invite me.

on board on board it returned within a short time with that officer General Shepard.

While there I inspected the Consular buildings, records &c. The building is large and commodious and in a desirable location. The Court room and offices are like those at Chinkiang, under the same roof with the Consular residence. The Consul here as well as the one at Chinkiang informs me, that the present allowance does not pay the rent of the Consulate. In view of this fact and the further fact, that no allowance is made them for the rent of Court room, I would recommend that a reasonable allowance be made them for.

Hankow

rent for Court room

for this purpose. — I did not find the records at Hankow as systematically kept as I had hoped and upon this point recommended some changes. For this purpose among other things I recommended the Consul to procure a good and secure case for his files, with pigeon holes and space for record books &c. I also recommend for the use of this Consulate as well as at Chinkiang a commodious fire proof safe in which can be kept the most important records of the Consulates.

records

record case, safe.

Hankow will always be an important port and the Consular officer should be furnished in accordance with this idea.

The next day the "Astrolabe" moved.

moved to the opposite side of the river and anchored just above the Forts near the gates of Wu chang-where the Viceroy lives, in order that his Excellency would be more convenient. When we went to pay our respects to that high official we were received most cordially by the Viceroy who said that he felt well acquainted with me on account of the frequent and favorable mention of my name by his brother at Pientsin. During quite a lengthy interview the Viceroy seemed deeply interested in all that pertained to the development of the natural wealth of China according to western ideas, Rail Roads, mining, &c. The Viceroy returned our call in the

the afternoon, with all the pomp and ceremony of this high office —
On the bank of the river opposite — above and below, the gunboats were stationed, about four thousand (4000.) soldiers with large flags, guns &c. while the walls of the Forts were literally crowded in the same way, and as His Excellency approached the vessel in his steam launch a continued salute was fired from the Forts. —
His Excellency was received on board with a salute of nineteen (19) guns, and after an hour of very pleasant conversation he was shown over the vessel, which he seemed to enjoy very much, and then with renewed expression of pleasure at having met us, took his departure

when

when he was again saluted with nineteen
(19) guns by the "Ashuelot" —

It is said by foreigners that this
was the most flattering reception
that has ever taken place at Hankow.
In fact our reception at the diffe=
rent ports by the Chinese officials.
was of the most cordial character.
They seemed to appreciate the fact
that the United States were the first
to pay them the compliment of
saluting all the open ports on the
Yangtze -

I returned to Shanghai on
Saturday the 19th. instant and
considering the time I had to devote
to the trip, the result is most satis=
factory — It would be in my judgment
greatly to the advantage of the service
of.

of the United States if these visits could be more frequent —

Trusting that my action in the premises will meet the approval of the Department.

I am Sir.

Your obedient servant

O. N. Denny

Consul General

Beg to inclose extracts from the "North China Herald" & the "Union" which appeared since the above was written —

ical at Newchwang. We are certain anybody acquainted with the freight market in Newchwang will know better.

We are, Dear Sir,
Yours faithfully,
F. A. Schultze & Co.
Storekeepers and Commission Agents.

Newchwang, 17th June.

Miscellaneous.

The U.S. Consul-General's Trip up the Yangtsze.

The U.S. corvette *Ashuelot*, Commander Johnson, left here on Saturday, the 6th inst., having on board O. N. Denny, Esq., United States Consul-General at Shanghai, and Mr. F. D. Cheshire, who accompanied him as interpreter. The man-of-war arrived at Chinkiang the next morning, and immediately saluted the Chinese flag with a national salute, which was returned from the forts on the hill. A similar salute was fired at all the open ports visited during the trip. The Taotai with several other native officials paid a visit to the Consul-General on board the *Ashuelot* during the day, but expressed his willingness to excuse him from returning the visit, the yamên being so far from the vessel. After Mr. Denny and the Commander and several of the officers of the *Ashuelot* had been entertained by the U.S. Consul, Mr. William L. Scruggs, the party proceeded to Nanking, arriving there on Tuesday morning. Although Nanking is not an open port, 21 guns were fired as a salute to the Acting Viceroy, Wu Yüan-ping, who had been previously notified of the Consul-General's arrival, and this salute was returned by the Admiral in command of five Chinese gunboats lying there, four being of the "alphabetical" class, and the fifth a war-vessel built at Foochow. The distance from the landing-place to the Viceroy's yamên being some six or seven miles, the Taotai caused official chairs to be provided for Mr. Denny, Mr. Scruggs (who had accepted an invitation to visit Hankow with the party), Commander Johnson of the *Ashuelot*, seven of his officers, and Mr. Cheshire. The Acting Viceroy received his guests with great courtesy, and said that he hoped that if the reception he offered were lacking in completeness in any way, he hoped Mr. Denny would attribute it to the circumstance that he had never received a foreign official before, and so perhaps was not thoroughly acquainted with all the ceremonial details that should be observed on such occasions. An interview of about an hour or an hour-and-a-half's duration took place, in which Mr. Denny took occasion to enlarge on the immense natural and mineral wealth of China, and to point out how the development of the internal resources of the Empire, according to Western ideas, would benefit the nation at large. The Acting Viceroy appeared greatly interested in the conversation, but seemed to think that the greater part of his countrymen were content with their present condition. His Excellency also observed in the course of the interview that if official visits such as the present were more frequent between the foreign and Chinese authorities, the transaction of business would be greatly facilitated, and the relations between them greatly improved. He expressed a wish to return the Consul-General's visit, but that gentleman explained to him that the vessel would only be able to remain a short time, and as His Excellency would have to make a long journey to reach it, he would have much pleasure in excusing him. The party then returned to the *Ashuelot*, which proceeded to Wuhu, arriving there about six o'clock on Thursday morning. Mr. Denny went ashore, and, in the course of conversation with some of the residents was given to understand that although the trade of the port was not at present so large as it might be, yet there seemed to be possibilities for a considerable extension of commerce, although how large a share of that trade was likely to be transacted by foreigners, could only be shown in the future. Kiukiang was reached on Saturday morning about daylight. Mr. Denny, Commander Johnson and several of his officers were entertained by Mr. George B. Glover, Commissioner of Customs, and were introduced to several of the residents. Early on Monday morning the *Ashuelot* arrived at Hankow, and the salute fired by her was returned from the forts at Wuchang, outside which were assembled a large number of soldiers with many gaily-coloured banners. A visit was paid the same day to General Shepard, United States Consul for Hankow and Kiukiang, who entertained the Consul-General and the officers of the U.S. man-of-war. Mr. Denny notified the Viceroy of Hupeh, Li Han-chang, the elder brother of the Viceroy of Chihli, Li Hung-chang, of his intention to visit him the following day, forwarding at the same time a letter of introduction from the last-named official. His Excellency replied that at eleven o'clock the following morning he would be happy to receive the Consul-General. About ten o'clock the *Ashuelot* crossed the river, and was saluted by the Chinese forts; a much larger number of soldiers were drawn up along the banks than there had been on the previous day, and they presented quite an imposing spectacle. On the arrival of the Consul-General, attended by Commander Johnson and his officers, Mr. Consul Shepard and Mr. Cheshire, at the yamên, the party was most hospitably received by His Excellency the Viceroy of Hupeh, a fine-looking and dignified officer, who, addressing Mr. Denny, said that he had heard so much about him from his brother (H.E. Li Hung-chang), that he felt as if he were already well acquainted with him. The conversation at first went in much the same direction as the one held with H.E. Wu Yüan-ping at Nanking, Mr. Denny again referring to the advantages likely to accrue to all classes of the Chinese Empire if her internal wealth were developed and made use of. The Viceroy of Hupeh soon showed that he not only was well acquainted with foreign affairs, but that he took great interest in them. He asked Mr. Denny if General Grant had returned to the United States from Mexico, and was very anxious for information respecting the prospects of the General with regard to the Presidential election. He went on to say that General Grant had shown himself a true friend of China, having actively interested himself in trying to bring about a settlement of the Loochoo question, and that he (the Viceroy) hoped that General Grant would be elected President, as he felt convinced that in that case the Chinese Government would feel confident that the questions arising between it and the United States Government would be fairly and wisely dealt with. He also spoke of the general feeling of surprise among foreigners at the result of the recent English elections, showing that he was interested in European as well as in American politics. He also asked for information about the newly-appointed Mission from the United States, as to the time of the probable arrival of its members, &c. In reply to a question from Mr. Denny with regard to the apparently "strained" relations between China and Russia, His Excellency said he did not think that there was ground to apprehend any serious disturbance of affairs at present. Although there were threatening appearances, yet he thought that the question at issue might be ultimately arranged. After a most agreeable interview of about an hour's duration, His Excellency expressed a wish to return the visit in the afternoon, and accordingly he came to the *Ashuelot* in his steam-launch at three o'clock. He was received on board by Commander Johnson, a naval guard of honour being drawn up on deck. A salute of nineteen guns was fired, a compliment also paid to him on his departure, while during his progress to the American man-of-war the troops and forts had kept up a constant fire. During his stay on board he inspected the vessel, and spent some little time in examining her guns, &c. He remained about an hour and a half, and departed apparently highly pleased with his visit. The *Ashuelot* left on her return to Shanghai the following morning, and came up the river last Saturday afternoon.

The whole trip is regarded as a highly successful one in every respect. Mr. Denny was received with the greatest courtesy at all the places he visited, and it is to be hoped that the results of the various interviews with the different high officials will be as satisfactory as the visits themselves.

U.S. Consul General O. N. Denny has recently returned from a visit to the river ports. From the accounts of his visit contained in the dailies, he must have had a pleasant voyage. We believe the tendency of these official visits is to increase the friendly feeling which ought to exist between Chinese and foreigners. For this reason we are especially pleased to note that Mr. Denny visited the Viceroy at Nanking. Nanking is so far from the anchorage that a person must go out of his way to see the place, hence Mr. Denny's courtesy in spending the time necessary for a formal official call, and in submitting to the offensiveness of a Chinese city at this season of the year, is the more praiseworthy. Rescript: Let other high officials note and imitate the example.

Nuisances.

Enclosure no. 1.

With dispatch no
34

State Department,
Washington.

Am. Consulate
Rio Janeiro.

Ack + refer to Mr. Scanlan

C. P. Mr Clements

No. 38] June 23 1880 [United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department, Mr Scanlan

Subject:— Cost of living and labor in China.

ABSTRACT OF CONTENTS.

Skilled, Agricultural, and what is known as coolie labor. Also the cost of the Chinese Soldiery. With some comments thereon.

Copies for Dom. of States — Aug —

No. 38.

United States Consulate General,

Shanghai, June 23d 1880.

Hon. Charles Payson.

Third Assistant Secretary of State,

Washington, D.C.

Sir,

In view of the fact that China has been supplying the United States with cheap labor for the past few years, I have thought that perhaps some statistics as well as comments upon the amount of wages paid the class of laborers in China - from which has been drawn the greater portion of this supply, together with cost of living &c. &c. - might be of some interest to the Department of State.

In preparing the memoranda which I now have the honor to submit.

mit: in addition to my own observations in during my residence in China, I have been assisted by one or two old residents, as well as by the reports of some of our Consuls made to me in compliance with a circular letter addressed to them on the 24th. day of April last: I have endeavored to condense the matter as much as I deemed consistent with the importance of the subject, in the hope, that brevity would secure for it, that attention which might be denied to a more voluminous document.

For this purpose, and to better illustrate the value of labor and the cost of subsistence of the working classes in China. I have subdivided this dispatch into three distinct categories viz:

1st. Skilled labor.

2? Agricultural labor.

3?. What is known as coolie labor.

Before however proceeding further, it should be mentioned, that the information which follows, is not intended to represent the labor question merely as it appears at the open ports, but as it is found to prevail all over the country as between Chinaman and Chinaman. For it would be quite misleading to form an opinion merely from what we see and hear at any one of the nineteen Treaty ports, which would be a mere drop in the ocean as compared with the whole of China.

The first subdivision which,

D.

I shall notice is.

Skilled labour

comprising artisans, manufacturers &c. These people live mostly in towns & cities, where the higher cost of living & house rents exact a corresponding by higher income.

Art, Poets and Genius, while highly appreciated by the people, do not, as in Europe and America command that high premium, which so much encourages art. Sometimes a painter will be rendered more or less celebrated by the boldness of his touch, and by his genius in imitating nature; his name as dead, may become immortal, but he will during his life time be probably no better off than his neighbour, the cobbler.

The painter of porcelains; the designer and weaver of those exquisite patterns seen on Chinese silks; the man who works those beautiful pieces of enamels, which are the admiration of the world, he is content if he and his family earn enough to live upon, and if, after providing for a decent funeral expenses, and contributing towards one of the children's wedding, he has accomplished sufficiently to assure an honorable funeral for his own remains, and those of his wife - he feels as though he had accomplished the object of his existence. His neighbour, the butcher, is in equally good circumstances.

Where.

Where great responsibility rests on workmen, such as with gold and silver smiths, a consideration is made in the remuneration. The highest paid day-labour is perhaps the silk winder or spinner, for in addition to the skill which it is necessary for these operators to possess, the silk has to be reeled off the cocoons within a limited time, and for several weeks the men have to work almost day and night. For such work the wages paid vary from one to two dollars per diem.

The grand average of an income under this head is.

for a master per week $3.00 = $156 per annum
" a workman " " 1.50 = " 78 " "
" Journeymen or females " " 0.50 = " 26 " "

The expenses of living will be correspondingly low.

for a master per annum. for Food &c. $ 72.-
" " " Clothing &c " 12. } = $ 120.-
" " " Rent " 36.

" " Workman with " Food &c " 40.-
" " " Clothing &c " 8.- } = " 65.-
" " " Rent " 12.-

The females and youngsters are considered to share all they earn.

The master lives generally at his work-shop when he has perhaps two rooms besides a place to cook in. The household furniture may be estimated at from $ 20. to $ 30.-

The ordinary workman, if married, will share a small house with a friend and occupy one room and have access to the kitchen. He may live with his parents; in that case his earnings go into the common fund,

under

under such circumstances $10. to $15. will cover the value of his household furniture.

If a bachelor is away from his family, he will either stop at his employer's for a consideration, or stay with a friend; in either case his whole inventory consists of a box with his clothes and his bedding.

Agricultural Labor.

Here it is necessary to distinguish between the farmer or tenant farmer and the laborer who hires himself out by the day, the week or the month.

On a Chinese farm every member of the family must work; even the child when only six or seven years of age has already some regular work assigned to it.

Two and one half (2½) acres of good arable land, with a house, the material

material of which consists mostly of mud and reeds, or bamboos, sometimes of stone or bricks, with a roof of straw or reeds, or seldom of tiles; then, a bullock, buffalo or cow, a couple of pigs, a few fowls and ducks, and finally, a few primitive agricultural implements, constitute the property of a well to do farmer. Say the family consists of man, wife and two children of seven to ten years of age. They live almost entirely on the productions of their own soil, 200 Cash per cash, or about 20 cents a day is about the marketable value of the food consumed by such a family. The ordinary daily fare is Rice or, as in the north, bread made out of wheat flour and millet, also some salted vegetables and a light decoction—

of.

of the commonest tea. On hotel occasions some pork, hard as salted dogs, and a cup each of Kaffir wine have all the "stress" these frugal people indulge in.

The budget of a farmers family stands on an average about thus:

Value of 2½ acres of land. ... £400.
a good animal of draft ... 20.
Implements ... 10.
Implements ... 10.
Husbandry ... 3.
Half of harvest timber ... 8.
Taxes ... 11.
and a blankets ... Total returns ... £62-

The 2½ acres, which the two adults with the assistance of an ox and draft and their children can work, will yield, if the land be of average fertility, and under ordinary climatic circumstances

in.

in Rice $120.

Ragi and Beans collan and Barley 40.

or say in all about $160.

deduct from this

cost of living of the family $43.

Total of these savings as above 62 = 135, and there will be an income for the year of $25-

There are besides some other small sources of income which are under the control of the women such as the rearing of chickens, pigs, the making of yarn and cloth &c. These must be set off against other expenses for clothing &c not enumerated in the foregoing budget -

When cotton is cultivated, the yield is of 2½ acres about as follows.

Average yield about 1600 lbs @ 4.¢ = $64-

includes seeds weighing about 2/3%.

actual outlay for cultivation $20

Manchurian tax. 8.

assistance

Leaving net profit of $33.

This yield can only be produced when land adapted to the growth of cotton. The cotton is either sold (in this case it is with the seed on) or so much is retained as may conveniently be spun and woven at home.

A woman manages to spin about 1/3 lbs. of yarn (wool) a day which labor is worth 6 cents. For the manufacture of the web a process is adopted which necessitates the assistance of two or three persons, and for this the neighbors assist each other; first as the loom for weaving is often the property of several families, or of a whole village.

Two

Two classes of cloth are made in the country.

(1) A heavy quality, 39 in. wide in pieces of 6 yards.

(2) " lighter " 46 " " " " 9½ "

A woman weaves a piece per day from three threads of cotton each twisted together.

To convert cotton into cloth involves an average of 14 working days and the weight of the piece averages about 1½ lbs and its worth about 60 cents.

The farm labour hires himself out by the day, the month and years frequently by the year. The nature of his labour varies according to the season of the year. During harvest time he gets, besides the meals worth about 10 cents, from 10 to 15 cents per day or 70 cents to $1.05 a week. Sh. his.

his employment by the month the pitcher $1.50 to $2.00 a month. Besides board for permanent employment, or employment by the year, the wages are about $12.00 per month with board and lodging. When making for short terms lodging is no great consideration with him, for he will always search accommodations with a friend or relative. Men of this class delay their homes sent with about 50 cash a month in. About $2.00 will keep his wardrobe in a state adequate to his dearly wants.

A man who saves $3.00 to $4.00 a week does [illegible] well, but the majority live from hand to mouth and their whole life is but a hard struggle to fight the hungry wolf from the door.

Coolie.

Boatie Labor.

Herein are comprised the carriers, boat men, the wheelbarrow men &c. &c.

Taking the rates ruling at all the great commercial centres of this empire. the grand average of a man's earning is about 150 cash. or 15 cents. a day. which is equal to $4.50 per month. But it varies so considerably, according to supplies and demand. in different localities, that the minimum is as low as 5 cents a day, while the maximum is as high as 30 cents without food or lodging — much also depends upon the physical strength of the men; the endurance and strength of some is marvellous:- Take for instance the Tea carriers in the mountainous parts of western China. They carry an

on their back a load of from 300 to 400 lbs weight across difficult mountain passes. and travel with it for 20 consecutive days. They are considered well paid at 25 cents a day.

An ordinary coolie monthly account would stand about thus:

Receipts in wages.		$4.50
Expenditure for food	$3.00	
" " lodging.	.50	
" " incidental expenses	.50	= 4.
net are.		$0.50.

In speaking of the gold diggers on the Han river (in the province of Hupeh) Baron Von Richthofen, when writing to the Shanghai Annual Chamber of Commerce 1870, says:-

"The diggers earn from 50 to 150 cash or
" 5 to 15 cents a day - per head - from the

"the quantity of gravel washed in a certain
"time, and the yield of one days work, —
"which I saw being concentrated in a
"pan, I calculated that seven (7) men
"are able to wash twenty (20) tons of
"gravel a day, and that the average
"yield in gold is about 3½ to 4 cents.
"per ton."

Coal is mined in many parts of China entirely by hand, and to say that it can be sold at $1.00 per ton at the pits mouth with profit to the owner of the mine, is a striking illustration of the cheapness of human labor in this country.

Most of the coolie labor in China is controlled by certain houses, or companies. Strong and reliable coolies are if possible, kept in debted to them.

by.

by advancing to the coolie, money while he is out of employment hence this labor is nearly always under mortgage to the Hong (House). and in this way there exists a good deal of slave or forced labor. But the principal secret of success of these companies, which sublet coolie labour, seems to be their holding themselves responsible to the employer for the coolies actions. They undertake to make good any damage, whether arising from dishonesty or carelessness. They practice which the coolies almost adore

In all the foregoing estimates of the cost of the labourers living no allowance is made for the expenses which the great prevalence of opium smoking and other vices entail.

Although such habits predominate among

the higher classes of the cities yet no-
inconsiderable percentage of the coolies-
and country people is addicted to them:
Consequently in many instances where
there would seem to be a probability of
surplus earnings, there are actually none.
The main motive of practising economy,
with every Chinaman, is, firstly, to be able
to take a wife; secondly, to perform his
duties at the tombs of his ancestors,
and, thirdly to defray the expenses of
his own funeral. Indeed, wedding
and funeral expenses seem to be the
heaviest items of expenditure with
these people, as they range from-
fifty to several hundreds of dollars.
Although perhaps not pertaining to the
Labor question, strictly speaking, it may
not be out of place to state the cost

of

of the Chinese soldiery. According to official statements made to the Throne, it amounts for rank and file, on an average, to Tls. 50. (or $64.00) a year per head.

These figures need no comment as they speak for themselves.

With the class of cheap labor of which I have been speaking, this Empire can supply the world. Is it strange then under such circumstances, that the mind of a necessarily non-expansive labor with entirely different hopes and aims in life, should become alarmed at the prospect of a stubborn competition with it.

China stands to day where she has stood, for thousands of years

firmly

firmly wedded to dogs and her idols, looking backwards, imitating the paths trod by her ancestors, and with no interest in any thing civilization but her own — On the contrary there has been laid broad and deep upon the American continent, the foundation of a society which secures the greatest good to the greatest number, and whose motto is "Onward and upward". Here will be realized the full strength and highest culture of the human intellect, and here will be witnessed the grand triumph of civil and religious liberty: The down trodden and oppressed of other lands, who hope for the attainment of these ends, have been invited to come and lend a helping hand, but none others. and.

And since the laboring masses of the United States are in full sympathy with, and are engaged in promoting the best interests of the Government. and since for this purpose it became necessary for them to subscribe to the rules of society under it, it would seem to be great injustice to compell them to compete for an existance - with a labor belonging to a civilization going in an opposite direction from their own, and which can never sympathize with it.

I am. Sir.

Your obedient servant.

O. M. Brown

Samuel Gompers

Ack Mr Clements

No. 391 June 24 1880 United States Consulate General at Shanghai,

Mr. Denny, Consul General. Aug 9 1880 to the State Department,

Subject:— H. Lathams resignation.

ABSTRACT OF CONTENTS.

Incloses resignation of H. Latham as Vice Consul General

One inclosure

No. 39.

United States Consulate General,

Shanghai, June 24 1880.

Hon. Charles. Payson.

Third assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to forward for your acceptance the resignation of H. Latham Newton appointed Vice Consul General of this office when I shall be able to nominate to you his successor. I am at present unable to say.

I am, Sir.

Your obedient servant

O. N. Denny

Consul General.

Inclosure

1. Resignation of H. Latham

U.S. CONSULATE GENERAL
APR
6
1880
SHANGHAI

b
30.

United States Consulate General

Shanghai April 1st 1880.

O. N. Denny, Esquire.

Consul-General

Sir:-

In view of the retirement of Mr Bailey and your accession to the office of Consul General I have thought it best fair to you as well as to myself that I should tender my resignation of the office of Vice Consul-General at this Port, in order that you may be free to choose your own subordinates. I have therefore have the honor to resign that position;

I am, Sir,

Your Obedient Servant,

H. Latham

Vice Consul-General

Shanghai China.

Enclosure No. 1.

With dispatch No. 39.
of Dept of State.
Washington D.C.

Resignation of
H. Saltzman

April 1st 1880.

Mr Wood.

No. 40.] June 25. 1880 United States Consulate General at Shanghai,

Mr. Denny, Consul General. rec'd Aug 1 1880 to the State Department,

Subject:— Receipt of dispatches

ABSTRACT OF CONTENTS.

No. 40.

United States Consulate General,

Shanghai, June 25 1880.

Hon. Charles Payson.

Third assistant Secretary of State,

Washington, D.C.

Sir,

I have to acknowledge the receipt of your dispatch number 6. dated May 14th. 1880.

I am. Sir.

Your obedient servant

O. N. Denny

Consul General.

Mr Hood

No. 41.] June 28 1880 United States Consulate General at Shanghai,

Mr. Denny, Consul General. rec'd Aug 9. 1880 to the State Department,

Subject:— Returns of Trade for 1879.

DEPARTMENT OF STATE
AUG
2
1880
RECEIVED

ABSTRACT OF CONTENTS.

Forwarding Returns of trade in China for 1879. compiled by the Chinese Customs.

No. 41.

United States Consulate General,

Shanghai, June 28 1880

Hon. Charles. Payson.

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I beg to forward in the pouch of this mail. copies of Returns of Trade at the Treaty Ports in China for the year 1879. not seen A.H.E.

I am. Sir.

Your obedient Servant.

O N Denny

Consul General

Report — see Minister's leg'g + 166 from Ningpo. C.P. / 86, File copy of Law Bureau report 25th

No. 42] June 28 1880 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department, W. Carnor

Subject:— Case United States vs. Burnett. Mr Clements.

ABSTRACT OF CONTENTS.

Same. Comments upon the management of the Burnett case, charged with the abduction of a Chinese man at Nanchang.

No. 42.

United States Consulate General,

Shanghai, June 28 1880

Hon. Charles. Payson.

Third assistant Secretary of State,

Washington, D.C.

Sir,

Perhaps I should apologise to the Department for refering at this time to Mr. Lords No. 166. and I should not have done so had it not pleased Mr. Lord to have refered to my remote connection with the subject of his despatch in equivocal terms to the Minister, which might be made the subject of unfavorable comment by His Excellency to the Department. — I had hoped, that it might not seem necessary nor for me to take any part in a case which appears to have been terminated.

launched from the start, first by the Consul. then by the Minister and lastly by the former, but who of the two is most responsible for the present ridiculous status of the case, I am at a loss to know.

1st. The complaint upon which Burnett was tried was not authenticated by the Consul as provided by the 58th. paragraph of the Regulations governing Consular Courts in China.

2d. The Consul did not summon his associates by lot from the list which had been previously submitted to and approved by the minister as provided in Section 4106. Revised Statutes, and which was on file in this office at the time.

3d. He did not open proceedings in the case or give judgment at the Consulate as provided in paragraph 88 of the first mentioned Regulations

Regulations, but he found guilty and gave judgment on board of a gunboat out of his Consular district entirely - not only this, but he requested the Commander of this gunboat to select three of his officers to act as his associates and then undertakes to excuse the error, on the score of their superior intelligence and the security of citizens at Wenchow. Any one of the foregoing wrongs would be quite sufficient ground for declaring void a judgment pronounced against the Defendant. The Defendant was by the Consul found guilty as charged in the Complaint, and as a matter of course he through his attorney appealed to the Minister who declared void the proceedings of the Consular Court because the Court was illegally organized.

The

The associate all dissenting from the opinion of the Court, the case comes within Section 4166 of the Revised Statutes In the appeal the Minister was furnished with a complete transcript of all the records, evidence &c. in the case, and it was his duty after declaring the judgment of the Court irregular and void to have instructed him — in the language of the Statute — how to proceed — but on the contrary, we have the strange anomaly in legal proceedings of an appellate court taking first enough jurisdiction of a case to declare void the proceedings of the inferior court; but not enough to instruct that Court how to proceed when the language of the Statute makes this a part of his imperative duty After the Minister's attention was called to

to the necessity of such instructions — his failure or refusal to give them, can perhaps be accounted for in the fact — that in addition to the case having produced considerable excitement in native quarters, it had been reported in some terms to the Tsung li yamen. but whatever may be the reason. I am glad to say, that cases are not common where an ab[illegible] state court plays the role of the "Artful Dodger"

Mr. Lardi's legal knowledge and experience being rather limited, after the reception of Mr. Lucas's dispatch setting aside his judgment, asked me how he should then proceed. I advised him — unofficially — to do nothing more with the case except in accordance with positive instructions from his —

minister

minister as many more he made without there, would only tend to make the case even more ridiculous. For some reason he did not choose to follow this advice, and proceeded on his own motion to arrest Burnett for another trial. Not having any United States Consular jail there, the Consul told the prisoner he would have to go to the British Consular jail. To this the prisoner stoutly demurred, and said it would require force to put him in such a jail. The Consul then asked him where he would like to be confined. Burnett replied that he wanted to go to Shanghai where he could be locked up in a good square American jail and that he was quite willing to pay not only his own expenses but those of

at

of the marshal if the counsel would-
only send him there for that purpose +
Mr. Land being a good kind man, wishing
to accomodate any body was a prisoner,
and not being able to see any trick in
this proposition, assented to the pris-
oners wishes, and accordingly started
him for Shanghae in charge of a
diminutive Dutchman as deputy
marshal whose stature is only
exceeded by his timidity. When they
arrived in Shanghae, the prisoner
who is a large and muscular man,
not being in irons, invited the marshal
to go with him direct to the office
of his attorney. There the marshal
at the request of the prisoner remained
on the out side, while the latter went
in for advice. Presently the prisoner
came.

came to the door and discharged the Marshal, saying that he had no further use for his services. as he could now take care of himself. when the marshal had sufficiently recovered from this shock. he came to the Consulate and presented a dispatch from the Consul informing me of his action. together with a commitment. authorizing me to commit Burnett to this Consular jail for trial. but no prisoner - and in explanation. gave me the facts as narrated above. He then wanted assistance to arrest Burnett. but I told him. under the circumstances I could not aid him. that should he bring his prisoner to this Consulate I would then decide whether I would commit him to the jail or return him

him to the Consul at Ningpo -
In the meantime I replied to Mr. Lord
as follows:

"Sir:

"I have to acknowledge the receipt
of your dispatch No. 228. requesting me
to commit Burnett in the United
States Jail at this Consulate General
for trial. In answer I beg to in-
form you that I have no authority
under the law to commit for trial
in this Jail any person charged with
a crime committed outside of this
Consular District. Sec. 4122 of the
Revised Statutes 2d edition, provides
that it shall be used as a prison
for American convicts in China. A
convict means one who has been
legally tried and convicted of a crime

and.

"and not one who is charged with a crime only. Under these circumstances I could not have committed Burnett even if he had been delivered to me for that purpose; As every person charged with a crime is entitled to a speedy trial, and as the Defendant must at all times be present in court during such trial, it was your duty to have subpoenaed associate as well as all witnesses in the case, and proceeded at once to try the accused. During this time the prisoner should have been confined at your post, in the event of his having refused to give bail. You have the right as well as the power then to secure the prisoners fair trial, and the law invites warrants as protection for you in sending him out of the district."

"district for confinement before he has been tried and convicted." x x x

x x x x x x x x x x

"If a complaint has been filed in some Court against Burnett in accordance with Sec. 4084 of the Revised Statutes you have the right by issuing a warrant of arrest and placing it in the hands of a United States marshal or some specially deputed by him for that purpose, to arrest the Defendant if found anywhere in China, and take him back to some port for trial".

"I am, Sir,

Your obedient Servant.

(sgd) O. N. Denny

Consul General."

Mr. Laid answered to this dispatch in person, and after fully discussing the case

case. I advised him to properly entitle to the complaint against Burnett & then send a copy with his Marshal: duly entitled to go with his warrant for the arrest of Burnett and I would then authorize his arrest if found within this Cumberland District, as well as to lend the force of my office for this purpose. This course was followed but up to the present time nothing has been seen or heard of Burnett.

It might not be inappropriate for me. Lord in making his closing record entries in this case to closely follow those made by a Western Justice of the Peace in his docket, in a suit of replevin to recover the possession of a Hog. — The constable upon the order of the Justice had brought his Hog with.

Hogshits into Court. and during the
Speech of one of the Attornies, took
fright and escaped from the Court
room into the woods. The Justice -
noted this fact in his record and then
added " Then this case ends"

I am. Sir.

Your obedient Servant.

O. M. Drury

Samuel Gunckel.

Referred to Judge O'Connor

File as report of Chinese Bureau
Augt 20th 1880

M O Connor

No. 43] June 28 1880 06 United States Consulate General at Shanghai,

Mr. Denny, Consul General. Rec'd aug 9th 1880 to the State Department,

Subject:— Consular Courts in China & Japan

DEPARTMENT OF STATE
AUG 2 1880
RECEIVED

ABSTRACT OF CONTENTS.

Some comments upon the Regulations governing these courts.

No. 43.

United States Consulate General,

Shanghai, June 28th 1880.

Hon. Charles. Payson.

Third assistant Secretary of State,

Washington, D.C.

Sir,

In view of the fact, that the laws enacted by Congress for carrying into effect the Treaties between the United States and China and the United States and Japan, with the supplemental regulations of the Ministers, give to United States Consuls in the East most extraordinary powers over the lives and liberties of their countrymen, it is highly important under such circumstances, that as many safeguards as possible should be thrown around the rights of

of any accused as possible, and more especially when such persons are liable to be arrested by Consuls without any legal experience whatever. In view of this, and the further fact, that persons, have been, and in all probability will be again tried at this Consulate for the commission of the highest crime known to the laws. I desire at this time to call the attention of the Department to what I consider defects in the laws governing all such trials, not only in this Consulate but, in all our Consular Courts in both China and Japan; in the hope that these defects may be at an early day remedied - Under the present procedure in these Courts, when persons.

persons are charged with crime, they may be placed upon their trials by the Consuls, when a complaint has been sworn to and filed, or when not sworn to, entitled to by that officer. Whereupon the Consul selects by lot and summons to his assistance not more than four associates - if the charge is a felony - to aid him in the trial of the case - Such proceedings do not appear to be in accordance with the V article of the amendments to the Constitution of the United States, which provides among other things, that "no person shall be held to answer for a capital or otherwise infamous crime unless on a presentment or indictment of a Grand Jury &c." &c

Watts.

with Art. VI. which further provides, that. " In all criminal prosecutions the accused shall enjoy the right to a speedy and public trial by an impartial jury of the State and district wherein the crime shall have been committed &c" — Judge Story on the Constitution 588. page. Paragraph 1779 says. "that any law dispensing with either of these requisites may be considered unconstitutional".

As I should regret to be convicted myself of a high crime under laws of such doubtful constitutionality there might come a time when I. should hesitate to convict another of such a crime by the enforcement of these provisions -

It.

It would be an easy matter to so-
amend them - that any person
charged with a crime could be
regularly indicted by a grand jury
composed of not less than three or
more than six grand jurymen,
and upon the indictment so pre-
sented, tried by a petty jury com-
posed of a like number of jury-
men, regularly drawn, with the
Consul sitting as Judge. In
such case, the Consul should be
a lawyer, or at least one who
has had more or less expe-
rience in the transaction of legal
business.

Should it please the Department
to recommend the amendment of
these laws, so as to include the
above.

these suggestions there would be no difficulty in the enforcement of their provisions at this port as at any of the leading ports for that matter, either in China or Japan. If a case however should arise at a port where there are not resident citizens enough to compose the grand and petty juries, it might be transferred by the Consul to the next nearest port where there are a sufficient number for this purpose.

While the Statutes appear to be vague and uncertain in some respects yet the objections which I have here urged are the most vital and serious. in my judgment to their validity.

J.

I am. Sir.

Your obedient Servant.

O. M. Drum

Consul General.

No. 44] June 28 1880 United States Consulate General at Shanghai,

Mr. Denny. Consul General. to the State Department,

Subject:— The Kuldja triangle.

ABSTRACT OF CONTENTS.

Inclosing chart with discussion and instructions

No. 44.

United States Consulate General,

Shanghai, June 28 1880

Hon. Charles. Payson.

Third assistant Secretary of State,

Washington, D.C.

Sir,

Referring to my dispatch no. 32. forwarding to the Department Chang Chih tung's memorial to the Throne. and the Livadia Treaty. I am now prepared to submit to the Department more detailed information regarding articles VII & VIII dealing with the question of the territory to be ceded to Russia. together with a very correct chart showing the importance of the territory in dispute — which I trust will be found of interest.

By.

By Article VII. Russia retains the part East of the Kokan (E. Kasi) river, from the Karaganti (Lichan) mountains in the North, to the Lien Shan in the South, and restores the remaining part of the Kuldja triangle to China.

By the sketch which I submit herewith it will be clearly seen, that Russia acquires a very important part of that territory, including the whole of the Tekes valley and the military road leading from the Russian town of Karakol to the Muzart and across the famous Muzart Pass into Kashgaria — so cutting the Chinese from their natural highway and only direct communication, which connects the Province of Dzungaria and the ustaud Ili with their possessions

possessions south of the Tien-shan.

According to Article VIII Russia is to receive part of the Steppe in the upper region of the black Irtysh river beyond the Zaisan lake - the proposed frontier will begin from the pastures of Saur. and be continued past the Batalyk and Karaoi Seas, as indicated on the chart.

This stipulation is of no importance, as the acquired region is merely Steppe inhabited by Khirgiz nomades. and has the only object to establish the Russian authority over the Zaisan lake and to define the frontier which remained practically undefined since

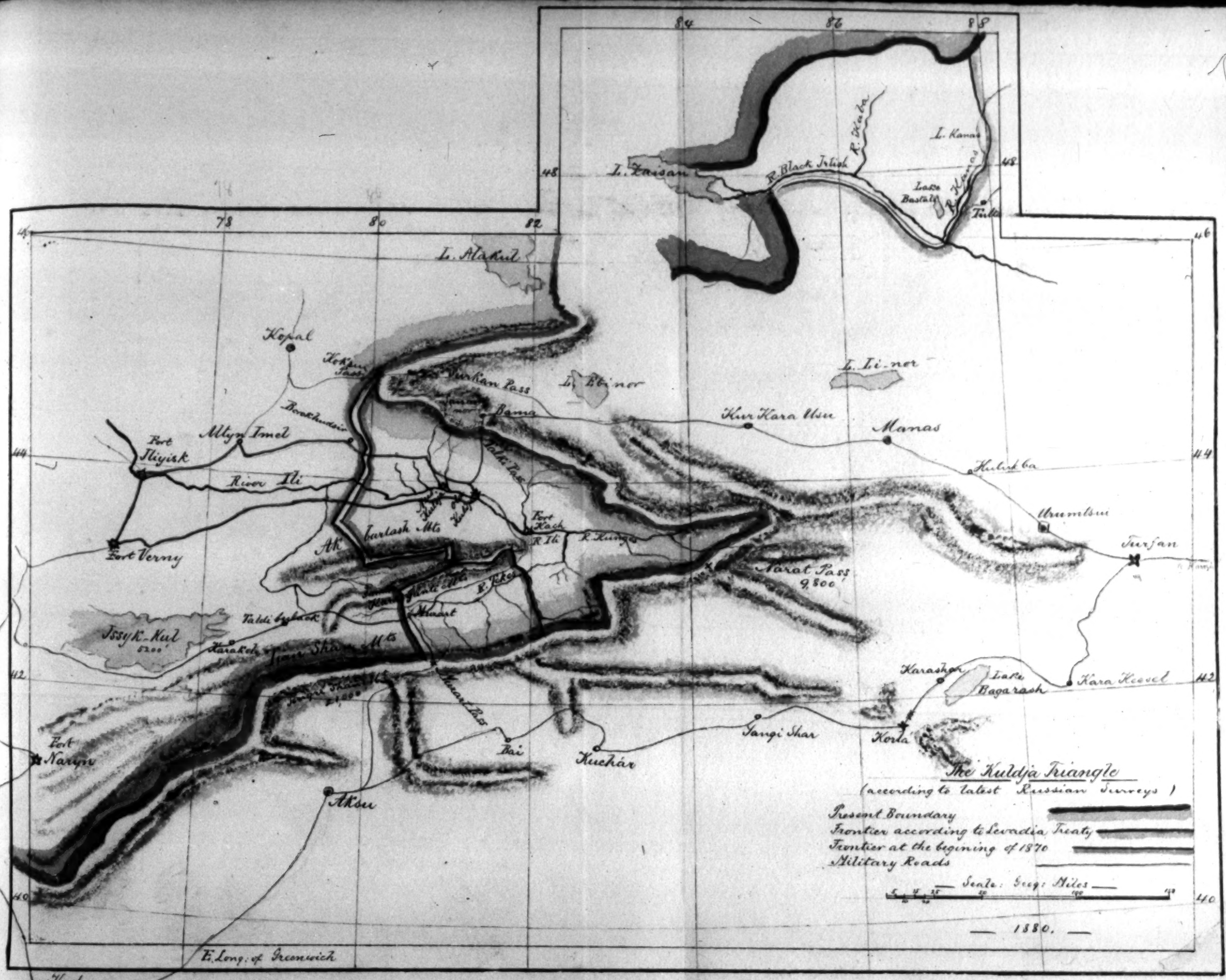
since the Treaty of Onuquichock in 1864.

Dear Sir

Your obedient Servant

O. H. Brown

Samuel Gunnal


84
86
88
48
L. Zaisan
R. Black Irtish
R. Kaba
L. Kanas
Lake Bastaly
Tulla
78
80
82
46
L. Alakul
Kopal
Kok-su Pass
Borokhudzir
Bama
Turkan Pass
L. Ebi-nor
L. Ii-nor
Kur Kara Usu
Manas
Port Iliyisk
Altyn Imel
River Ili
Talki Pass
Kuldja
Fort Kash
R. Ili
R. Kunges
Ak Tarlash Mts
Fort Verny
Narat Pass 9,800'
R. Tekes
Issyk-Kul 5200'
Talki Bydarok
Karakol
Tian Shan Mts
Ulan Tokai Pass 11,800'
Ulan Tokai Pass
Turfan
Karashar
Lake Bagarash
Kara Koosel
Tangi Shar
Horla
Bai
Kuchar
Aksu
Port Naryn
E. Long. of Greenwich
Kashgar
The Kuldja Triangle
(according to latest Russian Surveys)
Present Boundary
Frontier according to Livadia Treaty
Frontier at the begining of 1870
Military Roads
Scale: Geog: Miles
1880.

Mr Wood.

Rec'd Sept 4/80

No. 45.] Daily 1st 1880 *United States Consulate General at Shanghai,*

Mr. Denny. *Consul General.* *to the State Department,*

Correspondence 2d Quarter. 1880.

Dept. of St.
AUG 27 1880
RECEIVED

ABSTRACT OF CONTENTS.

Lands. Loans. 118. & 119.

Enclosures.

Enclosure 1. Loan 118.

" 2. " 119.

No. 45.

United States Consulate General,

Shanghai, July 1st 1880

Hon. Charles. Payson.

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I beg to forward herewith Exams. nos. 118. and 119. for the second Quarter of 1880.

file

I am, Sir,

Your obedient servant

O. N. Denny

Consul General.

Mr Hood.

No. 46] July 3. 1880 Rec'd Sept 4/80 United States Consulate General at Shanghai,

Mr. Denny. Consul General. to the State Department,

Subject:— Marshals reports.

ABSTRACT OF CONTENTS.

Reports of Civil. Criminal & Police cases for 2d. Quarter 1880.

Inclosures.

No. 1. Civil Cases.

" 2. Criminal cases.

" 3 Police. " "

No. 46.

United States Consulate General,

Shanghai, July 3d 1880

Hon. Charles. Payson.

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I beg to inclose herewith returns of Civil, Criminal and Police cases of the United States Court for this Consular District, for the Quarter ending June 30th. 1880.

I am, Sir,

Your obedient servant

O. N. Denny

Consul General.

[Form No.

COURT OF THE UNITED STATES CONSUL

Return of Civil ***Suits from the*** first ***day of*** April

O. OF CASE.	DATE OF FIRST PROCEEDINGS.	NAME AND NATIONALITY OF PLAINTIFF.	NAME OF DEFENDANT.	NATURE OF SUIT	J
51.	April 14.	L. Ward & Co. French.	Jumie Chisman.	Contract.	Fai P
52.	" 19	J. D. Henderson Amer.	Deborah Emily et als		Per
53.	May 4.	A Libertharne Dutch	A. Holmes.	Contract.	Fai P
54.	" 19.	Ching Kee. Chinese	C. Blanchard	"	claim
55.	June 25.	A. Say. "	Jumie Chisman.	"	Per

Affirmed
O. H. Dorsey
Consul General.
acting Judicially

[Form No. 137.]

D STATES CONSULATE GENERAL AT SHANGHAI CHINA.

iist day of April *to the* Thirtieth *day of* June. 1880, *inclusive.*

NATURE OF SUIT	JUDGMENT	AMOUNT OF FINE IMPOSED.	AMOUNT OF FEES CHARGED AND RECEIVED.	DISPOSITION OF FINES AND FEES.					APPEAL.
				Court	Marshal	Court	Witness	Total	
Contract.	For Plaintiff. Pending.		$ 15 75	9.10	1.65	5-		$ 15.75	
Contract.	For Plaintiff.		11-	9.-	2.-			11.-	
"	claims Pr. protection	dismissed							
"	Pending.								
			$ 26 75	18.10	3.65	5-		$ 26.75	

E. & O. E.

Shanghai June 30. 1880.

A. R. Lunn.

Marshal.

U.S. Consulate General
Shanghai China.

Inclosure No. 1.

with dispatch No 46
to State. Department
Washington D.C.

Return civil cases.
June 30/1880.

RETURN OF CRIMINAL CASES HEARD IN THE COURT OF THE UNITED STATES CONSULATE GENERAL, AT SHANGHAI, CHI

From the First day *of* April. *to the* Thirtieth *day of* June. 1880,

DATE OF FIRST PROCEEDINGS.	NAME OF PRISONER.	CHARGE.	BY WHOM BROUGHT.	JUDGMENT.	AMOUNT OF FINES IMPOSED.	AMOUNT OF FEES CHARGED AND RECEIVED.	DISPOSITION OF FEES. Clerk.	Marshal.	Attorney.
Apl. 16.	James. Brennan	Murder.	United States.	one Year.		$208.85	$43.65	$54.20	$54.60
May. 13.	John. Johnson.	Refusal of Duty	U.S. Capt Peters.	Guilty.	$10-	14.50	5.-	9.50	
					$10-	$223.35	48.65	63.70	54.60

E.E.O.E.
Shanghai June 30. 1880.
G.P. Lewis.
Marshal.

Approved
O. N. Denny
Consul General
acting Judicially.

MINAL CASES HEARD IN THE COURT OF THE UNITED STATES CONSULATE GENERAL, AT SHANGHAI, CHINA.

day of April. to the Thirtieth day of June. 1880, inclusive.

CHARGE.	BY WHOM BROUGHT.	JUDGMENT.	AMOUNT OF FINES IMPOSED.	AMOUNT OF FEES CHARGED AND RECEIVED.	DISPOSITION OF FINES AND FEES.							
					Clerk.	Marshal.	Attorney.	Witness.	Refunded.	Interpreter.	Sheriff.	Total.
Murder.	United States.	one year.		$208.85	$43.65	54.20	54.60	22.40	30.	3.		$208.85
Refusal of Duty	U.S. (Capt Peters.	Guilty.	$10-	14.50	5.-	9.50					10-	24.50
			$10-	$223.35	48.65	63.70	54.60	22.40	30.	3.	10	$233.35

E.E.O.E.
Shanghai June 30. 1880.
D.B. Lewis.
Marshal.

Z
Tally.

UNITED STATES CONSULATE GENERAL, AT SHANGHAI, CHINA.

day of 187 , inclusive.

JUDGMENT.	AMOUNT OF FINES IMPOSED.	AMOUNT OF FEES CHARGED AND RECEIVED.	DISPOSITION OF FINES AND FEES.
U.S. Consulate Gen'l. Shanghai. China.	Enclosure No. 2. with dispatch No 46. to State Department Washington.		Return criminal docket. June 30/1880.

Police

RETURN OF CRIMINAL CASES HEARD IN THE COURT OF THE UNITED STATES CONSULATE GENERAL, AT SHANGHA

From the First day *of* April. *to the* Thirtieth. *day of* June.

DATE OF FIRST PROCEEDINGS.	NAME OF PRISONER.	CHARGE.	BY WHOM BROUGHT.	JUDGMENT.	AMOUNT OF FINES IMPOSED.	AMOUNT OF FEES CHARGED AND RECEIVED.	DISP (months)
Apl. 2.	A. Allen.	Desertion.	Police.	quitted.	—	—	
" 4.	James Ashol.	Drunk.	"	"	Warned & dismissed		
" 10.	Wm. Dupuis.	"	"	"		$4.-	4-
" 13.	Chas. Johnson.	Insubordination	Capt. Hocum.	"		$4.50	4-
" 21.	Danl. Hannington.	Drunk.	Police.	"	Warned & dismissed		
May. 10.	Chas. Sams.	"	"	"	do		
" 12	Sand. Watson.	Drunk & fighting	"	"	5-	11.-	8.
" 20	J. Olsen.	Desertion.	"	"		5-	5
" 31	P. Simonson.	Drunk.	"	"	Warned & dismissed		
June 27.	J. Wilson.	"	"	"	5-	5-	3
" "	J. Erickson.	Drunk & fighting	"	"	10.	5-	3
" "	Jerry Black.	Drunk.	"	"		5.	3
" 29	A. F. Littlefield.	"	"	"	5-	3-	2
					$25-	$44.50	27

Approved.
O. N. Denny
Consul General.
acting Judicially.

E. & O. E.
Shanghai June 30. 1880.
E. B. Smith.
Marshal.

Police

NAL CASES HEARD IN THE COURT OF THE UNITED STATES CONSULATE GENERAL, AT SHANGHAI, CHINA.

day of April. to the Thirtieth. day of June. 1880, inclusive.

CHARGE.	BY WHOM BROUGHT.	JUDGMENT.	AMOUNT OF FINES IMPOSED.	AMOUNT OF FEES CHARGED AND RECEIVED.	DISPOSITION OF FINES AND FEES.					
					mast.	wk.	jail	chits.	Total	
Desertion.	Police.	quitter.	—	—						U.S.S. "Monocacy"
Drunk.	"	"	Warned & dismissed							
"	"	"	~~$4.~~	$4.-	4-				4-	
Insubordination	Capt. Slocum.	"		$4.50	4-	3-	.50		4 50	
Drunk.	Police.	"	Warned & dismissed							" "
"	"	"	do							" "
Drunk & fighting	"	"	5-	11.-	8.	3-		5	16-	
Desertion.	"	"		5-	5				5-	"In Whitridge vs U.S.S. Monocacy"
Drunk.	"	"	Warned & dismissed							
"	"	"	5-	5-	3	1	1	5	10-	
Drunk & fighting	"	"	10.	5-	3	1	1	10	15-	
Drunk.	"	"		5.	3	1	1		5-	
"	"	"	5-	2-	2	-	-	.5	4-	
			$25-	$44.50	27	9	3.50	30	69	50

E.D.C.

Shanghai June 30. 1880.

C.R. Lewis.

Marshal.

RETURN OF CRIMINAL CASES HEARD IN THE COURT OF THE UNITED

From the ____ *of* ____ *to the* ____

NO. OF CASE.	DATE OF FIRST PROCEEDINGS.	NAME OF PRISONER.	CHARGE.	BY WHOM BROUGHT.	JUI
		Return of Police Cases.	With disturbance No. 49 & Theft & Subsequent Examination.	U.S. Consulate Synd. Shanghai Clinic Undesirable No. 3.	
		Exam 30. 1880.			

Ack 40 and Inf. copy to Sec Treasy

Rec'd Sept 4. 1880

July 8th 1880

United States Consulate General at Shanghai,

Mr. Denny. Consul General. to the State Department,

Subject:— Chinese Loans.

Mr Clements

ABSTRACT OF CONTENTS.

Inclosing pamphlet by Charles Pirington Esq. on the subject.

Inclosure.

No 1. On Pirington's pamphlet.

No. 49.

United States Consulate General,

Shanghai, July 8th 1880.

Hon. Charles. Payson.

Third Assistant. Secretary of State,

Washington, D.C.

Sir,

I have the honor to transmit herewith a copy of a pamphlet by Mr. Charles Pirrington Esquire, entitled "Chinese Loans" which may be of interest to the Department. I also inclose one under flying seal addressed direct to the Honorable Secretary of the Treasury.

I am. Sir.

Your obedient servant.

O. N. Denny

Consul General

U.S. CONSULATE GENERAL
JUL
1900
SHANGHAI

CHINESE LOANS.

BEING A REPRINT OF A SERIES OF ARTICLES CONTRIBUTED TO THE "SHANGHAI MERCURY,"

BY

CHARLES RIVINGTON.

PRINTED AT THE "SHANGHAI MERCURY" OFFICE.

1880.

CHINESE GOVERNMENT LOANS.

REPRINTED FROM THE "SHANGHAI MERCURY."

THE CREDIT OF THE CHINESE GOVERNMENT is lower abroad than that of any other Power that has not repudiated its engagements—that has not been placed on the list of defaulting States. It will be interesting to investigate how this is, and that will embrace three branches of enquiry; the method of negotiation, and the security offered; the objects for which the credit is employed; and the financial resources of the State.

Chinese Government Loans are of two sorts; internal and foreign. Of the ordinary internal loans we need say little, since they are chiefly temporary provincial loans from native bankers. Some loans of importance were, however, obtained from the great Shanse bankers some years ago for the prosecution of the war in the North-West. This war has often been spoken of in terms of condemnation by foreigners, but it is from a foreign point of view perfectly justifiable in its origin; which was to suppress the Muhammadan insurrections, which extended along the whole frontier of China, from Yunnan on the South, along the borders of Szechuen and of the North-West; the provinces of Kansuh and Shênsi were in state of anarchy. Tso-Tsung-tang, who successfully repressed the serious Nienfei rising in Peh-chih-li, was sent as Governor-General of Kansuh and Shênsi, and of the North West, or the province of Ili, to restored order and preserve the country from anarchy and dissolution. For the Muhammadans aimed at establishing independent States, or even a Moslim empire; the number of Moslims in China would thus render the country liable to continued disturbance, and manifestly could not be tolerated by any Government that was not prepared to see its empire disintegrated. We are no great admirers of the Chinese Government as it exists at the present day, but the native system of Chinese rule, although requiring reform, at any rate secured peace and prosperity for many ages to the people under its sway; and presents a favourable contrast to most of the countries ruled by the followers of the Prophet. Whether the prosecution of the war into Kashghar was judicious in the present state of China was quite another thing from whether it was justifiable to recover that outlying province of the Empire, a comparatively recent acquisition to the dominions of the Tartar dynasty, at the expense of, and at a heavy burden to, the Chinese subjects proper of the foreign dynasty. Had

the Imperial Court devoted to the purpose the vast funds it is supposed to be accumulating, that would be one thing, but the war with, and reconquest of, Kashghar have been a heavy drain upon the resources of the Chinese people of late years. To carry on this war, large sums were borrowed from the Shanse bankers, who are the Lombards of China. The mandarins come mostly from Shanse; why that should be so, it is difficult to explain in the country of competitive examinations and promotion by merit in the civil service. It is perhaps to be partly accounted for by family influence, which secures promotion to the relatives of powerful mandarins; just as the legal profession in France has become almost a caste. And partly perhaps to the influence of wealth, and perhaps also to superiority of race. For the Chinese are a mixed race; their civilization may be traced to an Aryan source, and Aryan tongues have left well-marked traces in their speech. Aryan religious symbols are not wanting in their cult. This Aryan civilization may be supposed to have its seat in the ancient state of Tsin, the modern Shanse. It may be therefore owing to superiority of race that the official rulers of China came largely from Shanse, a supposition borne out in some measure by the physiognomy of Shanse men. A large portion of the wealth of China is drained into the coffers of the high Mandarins; Shanse is full of retired officials; Viceroys with fortunes of three million taels or so; Fantais, with a million; Futais with three or four lakhs; Taotais with one or two. A Hoppo of Canton was once reported to have retired with sixty million taels. Those large fortunes are lent out at interest to the Shanse bankers, relations of the mandarins, and their transactions extend all over the Empire; they are the exchange bankers; the ordinary banks are the local bankers. Their bills at forty days' sight are accepted with implicit confidence by the foreign banks, and by their aid funds are laid down for the purchase of Tea at Hankow. The Chinese Government borrowed largely from them to carry on the campaign in the North-West and the Kashghar war; but the Government did not, and probably cannot, repay them. Sums of about 60 million taels are still due to them, and were called by the Government in the *Peking Gazette* by the euphemism "voluntary contributions." The Shanse bankers were much crippled, and the Viceroy Tso was forced to borrow money from foreigners to carry on the war. He was apparently authorized by the Imperial Government to borrow foreign money, if he could get it; whether the Imperial Tartar Government, however, pledged themselves to repay it seems an open question.

These Kansuh Loans were not by any means the first foreign loans between Chinese officials and foreigners. The great merchant princes of China used often to lend the Viceroy at Foochow hundreds of thousands of taels on the security of duty chops at high rates of interest. No Imperial authority was needed or asked for these loans. The first public Loan issued avowedly on behalf of the Imperial Government of China was negotiated at Foochow towards the end of 1874, and that marks a period in the history of Foreign Chinese Loans.

THE FOOCHOW LOAN OF 1874 was the first public Loan issued in the name of the Emperor of China. It was negociated by the Viceroy and high officials of the Chek-

Min provinces, that is the provinces of Cheh-Kiang and Foh-Kien. The Tartar General or Haikwan, the Governor General or Viceroy, the Provincial Governor or Futai, and the Commissioner of Foreign Customs of the Port of Foochow, all put their hands and seals to the contract for and behalf of the Emperor of China, acting under authority of the Imperial Edict dated 5th September, 1874. The documents were attested by the British Consul at Foochow. This was a small Loan for £539,748.18.4, the equivalent at 4/6 per dollar of $2,398,884 Foochow dollars, and of 1,725,000 taels of Sycee (Haikwan). The interest was 8 per cent per annum; and as security portions of the revenues of the Imperial Maritime Customs at the most important treaty ports were hypothecated until its redemption by half-yearly drawings in 1884. It was negotiated by the Hongkong and Shanghai Banking Corporation, who offered it to the public at £95, and exchange 4/1¼ per dollar; thus giving a profit to the Bank of 4¾ per dollar, or 9½ per cent, less 5 per cent discount; nett profit 4½ per cent in lieu of commission. Here, the Chinese Government, who objected to pay commission, had to pay much more in another way than the ordinary rate of commission, 2 to 2½ per cent, at which the business would be done by any great European financiers. The Bank took the loan "firm," and issued it to the public immediately afterwards, when it was applied for several times over, or at any rate applicants were allotted much less then their requisitions. The proceeds of this Loan were obviously applied to the expenses incurred by the Japanese invasion of Formosa.

Almost immediately afterwards, two more Loans were contracted with foreigners. These were taken privately, and were not issued to the public. One was for H. Tls. 2,000,000, and the other for H. Tls. 1,000,000; the latter was repayable in sterling at the exchange of the day, by instalments extending over three years with interest at the rate of 10½ per cent per annum. They were negociated by Hoo-sing-an, a banker at Hangchow, agent of Governor General Tso, and their object was to provide funds for the prosecution of the Kashghar war. They were duly repaid, no doubt by the aid of the fresh Loans which were raised by the same agency. The documents for these, we believe, came from the Tsung-le Yamên through the British Legation. The larger was taken up by an Anglo-Indian Bank, and the smaller by an English firm.

The next public Loan was the Loan of 1877; this was negotiated by the same Chinese contractor. It had been on the market for some time, and the money was very urgently required for the expenses of the Kashghar war, to meet the engagements of Tso.

THE NEGOTIATIONS FOR THE LOAN OF 1877 were the most extraordinary ever before known. They were conducted, as we have said, by the Chinese banker who contracted for two private loans. They commenced in a most regular manner, through an English firm, who were in communication with some great financial houses in London. The London Syndicate offered to take the Loan firm at £95 per cent., bearing 7 per cent. per annum interest, with 2½ per cent. commission. One would have supposed that this would have been eminently satisfactory to the Chinese government, and it is surprising that

it was not at once accepted. The reason may have been that little or no opportunity of getting a squeeze out of such a transaction was presented. However, the stipulated number of days for the acceptance of the offer elapsed, war was declared by Russia upon Turkey, the London financiers engaged in other transactions, and withdrew their offer. The needs of the Kansuh CHUNG-TU became urgent, however, and HOO-SING-AN had to recommence negotiations. He finally arranged a Loan with another English firm at par and 10 per cent. interest, payable and repayable in gold; this was immediately handed over to the Hongkong and Shanghai Banking Corporation. The agreement was dated the 8th June, 1877, and purported to be between Hoo, expectant Taotai, and Fantai by Brevet, the banker above referred to, "acting in this matter as agent of the Imperial Government of China" and the Bank. The said Imperial Government agreed to accept five million Taels of Haiquan Sycee as the eqnivalent of £1,604,276 0s. 10d. sterling, being at the rate of 5/9$\frac{1}{8}$d. per Shanghai tael (a Haiquan tael is equal to 1.214 Shanghai tael). The money was to be paid in silver on the 1st Sept. following. The loan was secured on the Revenues of the Imperial Maritime Customs, and Customs Bonds containing the following words, "If not paid at maturity this Bond may be tendered and shall be accepted in payment of duties." They were to bear the signatures and seals of the Viceroy, the Governor, and Superintendent of Customs, of the respective provinces whose revenues were hypothecated, and to be signed by the Foreign Commissioners of Customs at each of the said Ports. A Decree from the Imperial Government authorizing the Loan was to be handed to the British Representative at Peking, through the Tsung-le Yamên and an official transcript thereof was to be handed to the Bank. In compliance with this stipulation the Tsung-le Yamên informed Mr. HUGH FRASER, H.B.M. Chargé d' Affaires at Peking, on the 22nd July 1877, that the proposal of Governor General Tso had received the Imperial assent by Rescript. The proposal of Tso was that orders might be given for the negotiation of a Foreign Loan. The main particulars of this Loan were as follows:—It was agreed; that both advances and repayments, are to be made in actual silver; that the Hongkong and Shanghai Bank are to receive interest at the rate of 1.25 per cent per mensem; and that Customs Bonds are to to be given, securing repayment by semi-annual instalments in seven years. A further memorandum from the Ministers of the Tsung-le Yamên to Mr. FRASER stated that they were in receipt of a note from Tso, stating that the interest on the Loan from the Hongkong and Shanghai Bank negotiated by Taotai Hoo was originally fixed at 1 per cent per month, and that in consideration of the stipulation that a certain sum should be advanced and repaid in sycee the interest had been increased by $\frac{1}{4}$ per cent per month. This was not satisfactory to the Bank. The silver had been imported and was ready for delivery. But as the Imperial Rescript only authorized a Silver Loan, it would have been impossible to resell the Bonds in London. The negotiations were consequently delayed; messengers were sent direct to Peking, and indirectly through Governor-General Tso, viâ Kansuh. Whatever was the result of these negotiations it was not communicated to the Bank through the British Legation. When the Loan was

brought out, the prospectus stated that it was issued on the authority of an Edict of the Tsungle Yamên dated 8th October, 1877. What is meant by an "Edict of the Tsung-le Yamên" it is impossible to say. An Edict is a decree of an Emperor, as every dictionary says. All the Edicts of the Emperor of China relating to his public acts are published in the *Peking Gazette*; there is no conceivable reason for suppressing the publication of an Edict relating to a public Loan. But no Edict respecting this Loan was ever published, as far as any foreigner was able to learn. It may have been authorized by an Imperial Rescript in answer to a petition from Governor-General Tso, but if so, the petition and rescript do not appear to have been published in the *Peking Gazette*. It referred to an Rescript of the Empresses dated 7th October 1877. The Tsung-le Yamên is an "Imperially-appointed Commission for the General Control of the (Commercial) Affairs of the Individual (Tributary) States of the Ta-Chine Empire." How it can issue "Edicts" we do not understand. In all probability the document referred to is a "dispatch" from the Tsung-le Yamên in relation to the Loan. Its contents have never been published; according to the prospectus it must have authorized the Hongkong and Shanghai Bank to issue a Loan on behalf of the Chinese Imperial Government, as their agent. For the Loan was issued in those terms. The dispatch first referred did not authorize the Bank to act as agent for the Chinese Imperial Government; it authorized a Silver Loan to be contracted with the Bank. What the unpublished dispatch authorized is not known; but as the Chairman of the meeting of the shareholders of the Bank said that they were receiving profits from the Loan, and from the fact that the Bank acquiesed in statements made in public journals that they received 2 per cent per annum more from the Chinese Government than the public receive from that Government, we may presume that the dispatch authorized the agreement of the 9th June. The Loan was brought out publicly at the end of December 1877, at £98 in London, Hongkong, and Shanghai. The exchange at the latter place was fixed at 5/5; at Hongkong at 4/-, giving a considerable advantage to the head quarters of the Bank. Previously, considerable sums had been privately allotted at more favourable rates. A subscription was opened at the Custom House for officials at £95 per cent, and Bonds were allotted rather freely in London at £96 through the Bank's broker. A large quantity was reserved for preferential allotments to Insurance Companies, and some private firms. The rest of the Loan was applied for, it was said, several times over, a statement which was possibly true, but it is very doubtful if any more than the amount issued could have been *bonâ fide* placed amongst investors. The subsequent quotations of the Loan, in spite of the mysterious nature of the authority from the contracting Power, prove that the credit of the Chinese Government is certainly worth not more than 7 per cent.

THE CREDIT OF THE CHINESE GOVERNMENT was ascertained to be worth a rate of interest not higher than 8 per cent upon the issue of the Chinese Imperial Loan of 1877. Subsequent investments in it at a premium have shown that the Chinese

Government credit is now estimated at about 6 per cent per annum, because the premium is gradually lost to the investor by the drawings at par. It may be said to fluctuate in London between 6 and 8 per cent. The negotiations that took place in Shanghai during 1878 for a third public Loan were therefore much more extraordinary than those of the previous one, and would be almost incredible in a romance. Foreign opinion as to the rule of the Mandarins has always rated it very low, and the history of these negotiations does not tend to raise that opinion.

Of the funds derived from the Loan of 1877, about three million taels of Sycee were sent up the river for the supply of Governor-General Tso's army, the rest probably went towards liquidation of his accounts with his banker, Hoo-sing-an, the loan contractor. But sums like this appear to be drops in the bucket compared with the cost of the devastating warfare the Tartar dynasty is carrying on beyond the bounds of China proper, at the expense of the inhabitants of this impoverished country. The need of fresh funds was as pressing as ever, and Taotai Hoo entered into negociations anew. These resulted shortly in a contract between the Hongkong and Shanghai Bank and the Fowkong Bank, for a Loan between Governor-General Tso and the H. & S. Bank, for Haikwan Tls. 1,500,000 on the security of Customs orders, with interest at "the rate of 13.8 per cent per annum—the principal and interest to be repaid in full in six terms of 177 days each, and to be repaid back in full in 8 years." Other stipulations were that "the Customs orders will only have the seal of the Governor General, Footai, and Kwantao." "In no case will the Tsung-le Yamên communicate with the English-Minister resident at Peking that he may advise same." Another sum of Haikwan Tls. 250,000 was borrowed from a wealthy foreign mershant on the same terms. A penalty for the non-fulfilment of the contract was imposed on the party failing to fulfill it, amounting to Tls. 75,000.

The Directors of the Bank refused to ratify this contract; but we do not know if the Bank paid the penalty for the non-fulfilment of their manager's contract. The Directors required Imperial authority, and Hoo apparently engaged himself to obtain it, as appears by a statement of his that found its way into print. He said—"In April 1878 I settled the Loan of 1½ million taels with the Hongkong and Shanghai Bank on account of Tso, engaging myself to obtain an Imperial Decree sanctioning the same." What we have quoted before is the agreement itself. But whilst Hoo was endeavouring to obtain an Imperial Edict for a Loan at 13.8 per cent per annum with the Hongkong and Shanghai Bank, he was negotiating elsewhere. The rate of interest we have referred to as prevailing in London was, of course, for a Loan repayable in gold. A Loan repayable in silver is not likely to be negotiable in London, and as money is cheaper in London than in China, it was not unreasonable to expect that capitalists would ask higher terms for a silver Loan to insure themselves against the risk of diminiution of capital by a further depreciation of silver, for, of course, most foreigners invest their capital in a silver-valuing country like China with an eye to eventually returning it to a gold-valuing country. A Loan was offered to Taotai Hoo, payable and repayable in silver, of Tls. 1,750,000 at 10½ per cent. per annum

repayable in three years, with proper documents from the Chinese Imperial Government, conveyed through the British Legation in Peking. And the option was given to the Chinese of converting it into a public Loan, and bringing it out in London on 2½ per cent commission at any time that it suited them, taking up the Silver Loan without any penalty. These terms were rejected, and more onerous terms were imposed upon the Chinese Imperial Government by the Loan that was eventually negotiated.

THE SILVER LOAN OF 1878 was finally concluded on the 31st October, 1878, between Taotai Hoo, acting in this matter as agent for the Imperial Government of China and Mr. JOHN WALTER, Acting-Manager of the Hongkong and Shanghai Banking Corporation. It was for one million and three-quarter taels of Haikwan sycee, say the equivalent of £525,000. Of this sum Tls. 1,500,000 was to bear interest at the rate of 12½ per cent. per annum, and the remaining Tls. 250,000 at the rate of 9½ per cent. per annum; thus making an average of a trifle over 12 per cent. per annum. The principal and interest were repayable by instalments every one hundred and seventy-seven days; the whole to be repaid in twelve instalments, the last one falling due on 8th August, 1884. Customs bonds were to be deposited as security. The loan was to be cited as "The Imperial Chinese Government Loan of 1878. The loan appeared to be authorized by a dispatch from the Tsung-le Yamên, dated 18th December, 1878," which acknowledged a petition from Taotai Hoo KWANG-YUNG; in the petition Taotai Hoo said:

"I received an order by the Governor General of the Provinces of Shensi and Kansuh to negotiate a loan confirmed by Imperial Edict for the amount of 3,500,000 Taels, which will be for the wants of the army of the West. Of this amount 1,750,000 Taels are to be taken up from Chinese firms through the Chien Tai Bank and 1,750,000 Taels from Foreign merchants through the Hongkong and Shanghai Bank. The Hongkong and Shanghai has now communicated to me that in the Edict of 9th October no mention is made of the name of their Bank, so that some doubts may arise; they request me therefore that again a petition be made to the Emperor, in order that the loan may then be concluded."

The Yamên proceeded to say in reply:—

To this petition we have to reply as follows:—On the 9th October last the Board of Revenues and the Tsungli yamên replies to the communication made by the Governor General of the provinces of Shensi and Kansuh, Tso, according to which he prepared to raise a loan of Tls. 1,750,000 from Chinese merchants, through the Chientai Bank, and of 1,750,000 Taels from foreign merchants through the Hongkong and Shanghai Bank.

Thereupon we also made a petition to the Emperor; upon which we received an Imperial Edict in which permission is granted to raise a loan of Tls. 1,750,000 from Chinese Merchants (by whom according to Tso's petition the Chinese firms Chientai is meant) and another of 1,750,000 Taels from Foreign Merchants (by whom according to Tso's petition the Hongkong and Shanghai Bank is meant). This was clearly stated in the decision (Decree) of the Board of Revenues and of the Tsungli Yamên to Governor General Tso. According to the Edict the Governors General and the Governors have had to instruct the Customs to treat this loan with reference to Capital and Interest in the same manner as the last one.

We felt in duty bound to communicate to you by copy, the decision (decree) of the Board of Revenues and of the Tsungli yamên upon the report of Governor General Tso in order that you may instruct the Chinese firm Chientai and the Hongkong and Shanghai Bank to treat this loan according to our decree. We hope therefore for a satisfactory and speedy result and consequently for

an aid towards the expenses at the frontier. Uncertainty and doubt shall in no way obstruct such an important matter.

The Edicts and dispatches did not come through the British Legation. The first communication respecting the Loan of 1877, it will be remarked came trough the Legation at Peking; no subsequent ones did. The edicts and dispatches came to Shanghai apparently through Taotai Hoo.

The money for this Loan was to be paid over by the Bank on the 14th December 1878, and was doubtless so paid. The Loan was then issued to the public on the 11th April 1879, in Bonds of Tls. 500 at par, bearing interest at the rate of eight per cent per annum; thus leaving a clear profit to the Bank, or to Taotai Hoo and the Bank, of four per cent per annum, or a commission of about sixteen per cent, on the negociation. The Loan was largely taken up; the usual reports were put in circulation that it had been applied for several times over, and allotments were made in the proportion of 80 per cent to applications. There is, however, good reason to believe that there was no such eager demand. The issue was confined to China; it was not possible to issue another of these Loans in London. The amount of money seeking investment in silver securities is but moderate, and it is significant that some months afterwards, in June and July the Bonds were constantly being sold at 2 per cent premium, a price which would not bring back the interest, after deducting the brokerage. To whomsoever those Bonds belonged, it is clear that there was no demand for them incommensurate with the supply. No demand was to be expected from the Chinese, who got their Bonds at 12½ per cent.

A communication from Taotai Hoo, in connection with this Loan was circulated in Shanghai; the following is a translation of it:

In April 1878 I settled the Loan of 1½ million Taels with the Hongkong and Shanghai Bank on account of Tso, engaging myself to obtain an Imperial Decree sanctioning the same.

This Imperial Edict was however refused on the ground that the money was to be raised from the Chinese merchants, but not from foreigners.

But this was impossible and therefore I implored Tso to obtain the Edict, particularly as some money on account of this Loan had already been paid him.

In December 1878 the Tsungli Yamên and Board of Revenues to my great relief transmitted the said Edict to me. Having had positive news previously of its coming, I finally arranged a Loan of 1½ million Taels with the Hongkong and Shanghai Bank on the 31st October 1878 and the 31st December, same year, all the money had been paid me by the Bank. The securities in Customs Bonds are the same as those given to previous Loans but Foochow added.

The sum of the Loan was raised from 1½ to 1¾ million Taels—Interest on the 1½ million 12½ per cent and on the ¼ million 9½ per cent. I could force the Bank to this other reduction because other money was offered me cheaply by Foreign Bankers.

With regard to the other 1¾ million to make up the 3½ millions I have lent the money myself in the name of the Chientai Bank and get the same Bonds in security as the foreigners get,

Much of the money I have also obtained from the Hongkong Bank and others giving as security large quantities of silk.

The method of negotiation, which is the first branch of our enquiry, is eminently unskilful, if in fact it is not worse than unskilful. It will be remembered by our readers that a number of Rescripts appeared last year in the *Peking Gazette*, respecting Li Chung Ming, a bookseller at Peking, who was charged with having brought the Government into discredit in the matter of borrowing money from foreign-

ers. We translated some of these into our columns; we could not get the whole of them translated, but they were published in the Chinese papers. The *N.-C. Daily News* publishes selections from *Peking Gazette*, and we cannot but think it deserves the attention of the conductors of that journal, that not a single Edict, or Rescript, has ever been "selected" for translation from the *Peking Gazette* on the subject of Foreign Loans; a subject which much necessarily possess great interest amongst a public like that of the foreign communities of China. In these transactions Taotai Hoo was implicated. It was difficult to make out what was at the bottom of it all, although one might make a guess.

The negotiations were unskilfully conducted, because whilst money could have been borrowed at 7 or 8 per cent. from those who lent it upon the credit of the Chinese Government, for that Government, they were charged 10 and 12 per cent. No additional security was offered for the Loan besides the security of the Chinese Government. Again nothing is of more importance than that there should be no misunderstanding about the borrowing powers. The Select Committee of the House of Commons on Contracts for Loans with Foreign States were much impressed with the importance of this. The Chinese Government should in future transactions make it distinctly public that they are the borrowers, and the documents should come through the Tsung-le Yamen and through a Foreign Legation; or at least through the high officials of a Province, as in the Foochow Loan, and not through Provincial bankers or booksellers at Peking. The next point to be considered is the security.

THE SECURITY FOR THE CHINESE LOANS is, as we have seen, presumably that of the Imperial Government of China, with a kind of collateral security—the Customs' Bonds. Moneylenders when lending their money look to the ability of the borrower to repay it; with private individuals they rely upon being able to take legal measures to enforce payment from those who are able but unwilling to repay. In cases where there are doubts as to the ability of a debtor to repay they require tangible security—direct or collateral. Of the inclination of the Chinese Imperial Government to repay its internal loans we have already seen something, but it is probable that those were regarded by all concerned as forced loans, something like the benevolences the Kings of England used to levy on their subjects. The same Kings of England, however, it may be remarked, repudiated the foreign loans they contracted with the Florentine bankers. It is doubtful now if the Court of Peking would consider itself responsible for any of the Loans already contracted. The mystery about the documents supposed to authorize them, the furtive manner in which they reached Shanghai, whither it is believed they were brought by a Hangchow banker, the absence apparently of any allusion to them in the *Peking Gazette*, render this uncertain. The Foreign Loans Committee very strongly recommended that in negotiating Foreign Loans the authority from the borrowing Government should be very clear. It is uncertain whether the Court of Peking would recognize any obligation to provide for any deficiency in the Provincial revenues assigned for the repayment of Chinese Loans that should occur, and which it is not at all

impossible might occur, from its own resources. Its resources, as we propose to show further on, are probably very considerable. The Court of Peking, we know, regards the remittance of its own share of the revenues of the country of the first importance, "a matter that will admit of no delay;" it distinctly affirmed that in the *Peking Gazette* of January 15th, 1880, upon the revenues of the provinces of Min-chê'h proving barely sufficient for local Government requirement. It would therefore seem to be of the first importance to foreign creditors that the Imperial Government should distinctly and publicly pledge their credit for the repayment. That would be the best security for Foreign Loans.

Then there is the special hypothecation of the Customs Bonds. Most people seem convinced of the frail nature of such a security. The best that can be said for it is that it may be better than nothing in a scramble. A repudiating Government is not likely to pay much respect to special hypothecations in a financial emergency. It has been seen how the Turkish Government endeavoured to obtain the Egyptian tribute which was specially hypothecated for a Foreign Loan. They ordered the Khedive to remit it to Constantinople instead of to the Bank of England, and when the Khedive refused to break what he considered his obligations, the Porte laid an embargo upon the money in the Bank of England, and the bondholders could only obtain it after a long legal process. Now what would happen if, under financial pressure such as may at any moment happen in China, the Provincial Governors were to fail to remit their share of the instalments of the Loan? In all probability the Superintendent of Customs would refuse to receive the hypothecated bonds. These bonds were to have stated in writing that they may be tendered and shall be accepted in payment of duty. But suppose they were refused. The Treaty (Article 33, Tientsin) provides that "Duties shall be paid to the bankers authorised by the Chinese Government to receive the same on its behalf, either in sycee or in foreign money, according to the assay . . ." A British subject can hardly avoid paying his duties in that way, and the representatives of his country could not call upon the Chinese to admit his goods except by paying the duties upon landing in sycee or coins. The only value attaching to these Bonds would be that a Government that was embarrassed, but not desirous of repudiation, would probably accept them in payment of Customs' duties, and that it may be assumed is some security.

THE RESOURCES OF THE CHINESE GOVERNMENT are ample for the purpose of repaying the existing Loans. The total amount of the Loans outstanding is small; it amounts for the three Loans, principal and interest, to £1,612,000 and Tls. 1,700,000, or about Tls. 7,300,000 in all. They have on the average five years to run, and they are secured on the Customs revenues of various ports. We know what the revenues of the various ports derived from the Foreign Customs are—they have reached Tls. 18,500,000 a year; out of which the expenses of collection have to be paid. No account is given of the expenses of collection in the published returns. Little is known about the amount collected by the native customs. The Chinese Government, as is well known, issue no budget or financial statement of any kind, although it is quite

within their power to do so if they like. When there is a failure of remittances from the provinces, isolated statements appear in the *Peking Gazette*. From these scattered notices we may gather something of the system of Chinese taxation, and a mere inkling of the resources of the government. The principal source of revenue is the land tax; that is fixed, but when land is out of cultivation, of course the Government loses the revenue. It is therefore impossible to calculate it now-a-days, as very large portions of the eighteen provinces have been out of cultivation since the Taiping and Muhammadan rebellions, which have devastated the Empire within the last thirty years. There is the *lekin* tax, which was a special tax, a war tax, imposed as a substitute for the loss of the land tax during the rebellion. And there are the barrier dues, the salt monopoly, house and shop taxes, licences, and so on. We cannot pretend even to estimate the amount of any of these, nor can any one alive. The data are not published. But it is easy to see that the finances of the Empire are in a most embarrassed condition.

The Government are always calling upon the Governors to remit, and the provincial Governments are always backward in remitting. The wealthiest provinces of the Empire is perhaps that of Kwangtung (Canton). In the *Peking Gazette* of the 17/18 February, 1880, there was a complaint that the contributions to the capital were in arrears. Amongst the contributions annually demanded from Canton were a refund on the Fuhkien Loan of Tls. 6,000 (the Loan of 1874). It is curious that no other Loans were mentioned; not one of the Loans negotiated by Hoo Kwang-yung was referred to. There is a sum of Tls. 300,000 to be remitted to the Treasurer of the Privy Purse. Here is the rub. The provincial finances are always embarrassed. The Loans are charged to the provincial finances. But the Imperial Court draws an enormous income from the provinces. If Canton sends Tls. 300,000 a year, what do the other seventeen, or sixteen, provinces send? The Imperial Court is also believed to receive two-fifths of the revenue of the Maritime Customs. What it does with all this money is, we believe, not known, and whether this enormous income is hoarded as some suppose, or squandered, is difficult to say. Or can it be regarded as a resource for the payment of future Loans? Is the Court hoarding in order to prosecute an invasion of Central Asia after the manner of their ancestor, TCHINGIZ KHAN?

At any rate, when the Imperial Government appeal again to Western nations for Loans, we suppose some explanation on these points may be offered. The sums that can be got out of the foreign community of China are trifling as compared to the cost of the vast military operations the Chinese pedants propose (no doubt in pure ignorance of the nature of them). The great capitalists of the West are likely to require some more definitive information about the resources of China before her Loans can be placed outside a very restricted circle. In the meantime, what is certain is that elasticity of revenue does not seem to be a feature of Chinese finance.

No. 48] July 12. 1880 United States Consulate General at Shanghai,

Mr. Denny. Consul General. to the State Department,

Subject:— Rent of Consular residence.

ABSTRACT OF CONTENTS.

Explains telegrams, and replies to dispatch No. 5.

No. 48.

United States Consulate General,

Shanghai, July 12 1880

Hon. Charles. Payson.

Third Assistant Secretary of State,

Washington, D.C.

Sir,

Referring to my telegrams to your dated 1st. & 6th. April. and one dated 4th. April from mine in reply as. well as to your dispatch No. 5 by mail relating to the same matter.

I now have the honor to submit some statements, which I trust will be received by the Department as a satisfactory explanation of my action in the premises.

I will first add, that your imputation of the word "Taxes" was the correct one. "Dames."

Some days before I left Tientsin for Shanghai. Mr. Seward wrote me to the effect that perhaps I had better occupy the Consular residence here upon the same terms that Mr. Bailey was then occupying it until he came to Shanghai which would be upon the return of Mr. Holcombe who was then in Shanghai. It being only for a short time - as I thought - I assented without stopping to inquire what those terms were: But when I arrived at Shanghai Mr. Bailey informed me that he paid about $1500- per annum as rent for the use of the Consular residence out of his salary. I replied to Mr. Bailey that as the salary of Consul General was.

was not a large one. I could not pay out of such gross almost one third as rent for a residence, and so notified Mr. Seward's agent - Mr. Seward - having postponed his visit to Shanghai - who requested me to remain in the premises until he could communicate with Mr. Seward at Peking. In the meantime I was to assume charge of this office. As the premises comprising the Consular residence could not be separated from the other portion - the whole having been designed and erected for the uses and purposes of the United States Consulate General - with reference to the character and dignity of the office, commensurate

and.

and desirability of locations (the most desirable in Shanghai) I was most anxious to avoid - if possible - moving into other and cheaper quarters. At the same time, I could not be held responsible for so much rent. Then again I did not want to vacate such desirable premises without first submitting the matter to the Department; this was the reason I notified you by telegraph of the situation. I know the Statute restricts rent allowance to one fifth of salary, but I thought as the situation at this Consulate was very different from other Consulates in China with reference to expenses &c. that the Department had the power when absolutely.

absolutely necessary for the good of the service, to make still further extra allowances - but in this view of the case it seems I was mistaken - while therefore the Department was without authority to grant me any relief by an increased allowance I am very thankful for its permission to make other arrangements upon the basis of the present allowance of which fact I notified Mr Seward. The result of the whole business is: for the present I remain in the premises upon terms pretty satisfactory to myself. which I trust will be satisfactory to the Department.

I am.

Sir.

Your

Your obedient servant.

No. 49] July 15. 1880

Ans Sept 4. 1880
Letter & Pl. to Treas. re matters
Sept 4. 1880

United States Consulate General at Shanghai,

Mr. Downs, Consul General. to the State Department,

Subject:— Shanghai Postal Agency

ABSTRACT OF CONTENTS.

Forwards Bond, and makes some comments on the working of the Service in Shanghai in a dispatch to the Postal Department.

Inclosure.

1. Dispatch to Postal Department. inclosing bond.

No. 49.

United States Consulate General,

Shanghai, July 12 1880.

Hon. Charles Payson.

Third assistant Secretary of State,

Washington, D.C.

Sir,

In replying to your despatch No. 3. inclosing letter from the Post office Department with blank "Postal Bond" for my execution. I now have the honor to forward to you the same duly executed, together with some remarks upon postal affairs at this agency. which I will thank you to hand to Mr. Blackfan Superintendent of Foreign mails.

Yours. Sir.

Your obedient servant.

O. N. Denny

Consul General

Shanghai.

Send to the Press -
C. P.

Aug 1st 1880

Form 2.

No. 501 NY

CABLE MESSAGE.

THE WESTERN UNION TELEGRAPH COMPANY.

All CABLE MESSAGES received for transmission must be written on the Message Blanks provided by this Company for that purpose, under and subject to the conditions printed thereon, and on the back hereof, which conditions have been agreed to by the sender of the following Message.

A. R. BREWER, Secretary. ORTON GREEN, President.

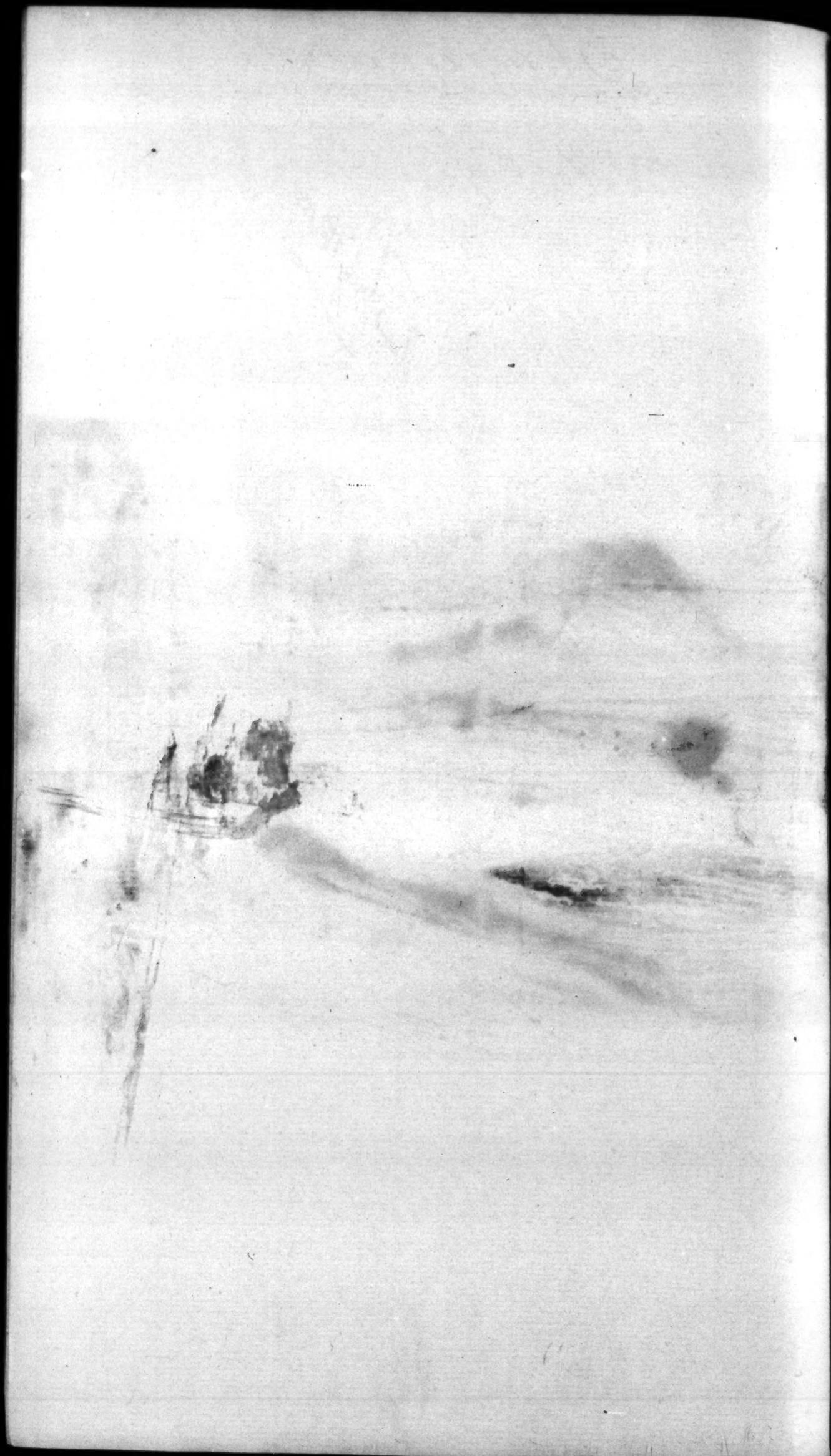
To Secretary Evarts
Washington

Received at Washington D.C.
July 13 9 42 pm 1880

Ching How pardoned by imperial decree
Menny

To Shanghai
Ca. Ch.

[See other side.]



Shanghai. (?) Wood

Mr. Boown – this appears to be from Mr. Denny, I think some one should go to the P.O. Dept with it, & Mr. Denny be informed if the stamps will be sent.

C. P.

Copy to Dept. July 21. 1880

Answd July 22/80

Form 2.

No. 500 NL

CABLE MESSAGE.

THE WESTERN UNION TELEGRAPH COMPANY.

All CABLE MESSAGES received for transmission must be written on the Message Blanks provided by this Company for that purpose, under and subject to the conditions printed thereon, and on the back hereof, which conditions have been agreed to by the sender of the following Message.

A. R. BRE[illegible], Secretary. NORVIN GREEN, President.

To Payson Washn.

Received at Washington D.C.

July 18 936p 1880

Postal bond forwarded no five cent stamps send four thousand worth fives one thousand twos answer

Denny

18 Shanghai

Jn. Ch

(See other side.)

Mr Clemmons

No. 50] July 15 1880 Rec'd Sept 4. 1880 United States Consulate General at Shanghai,

Mr. Denny. Consul General. to the State Department,

Subject:— Celebration of 4th. of July 1880.

ABSTRACT OF CONTENTS.

Incloses some extracts from Daily papers. with account of the proceedings.

Inclosure.

no. 1. Extract from "Daily News". and "Union"

No. 50.

United States Consulate General,

Shanghai, July 15. 1880

Hon. Charles. Payson.

Third assistant Secretary of State,

Washington, D.C.

Sir,

From the inclosed newspaper clippings you will see, that the Americans and other residents of this community observed the 4th of July.

I am. Sir.

Your obedient servant.

O. N. Denny

Consul General

"North China Daily News"

Independence Day was celebrated by the American residents yesterday, "the glorious Fourth" having this year fallen on Sunday. A salute of 21 guns was fired at sunrise and sunset. The U.S.S. *Palos*, H.M.S. *Encounter*, several merchant steamers and sailing vessels, and a number of private yachts and tug-boats were all gaily decorated with bunting. At noon some fifty or more of American citizens and other residents, among whom we noticed Señor Albert de Garay, Consul for Spain, assembled in the Court room at the United States Consulate-General to hear the Declaration of Independence read. Two large American flags were hung behind the judicial bench, above the centre of which was a picture of "The Father of his Country." Shortly after twelve o'clock, the U.S. Consul-General entered the room, and requested the Rev. R. Nelson, D.D., to offer prayer. This exercise concluded, the Declaration of Independence was read by Mr. J. G. Purdon. Mr. Denny then invited all present to partake of refreshments that were to be found in a room on the other side of the passage. In addition to a bowl of punch and champagne, there was a bountiful supply of Temperance drinks for teetotallers, while there were cigars in abundance for all. In the evening at half-past eight a public reception was held at the Consular residence. Both the Consulate buildings were brilliantly illuminated with Chinese lanterns. Rows of lanterns were also suspended along the river bank from the corner of the compound of the Japanese Consulate to the Mitsu Bishi Co.'s wharf, and two strings of these illuminators also ascended to the top of the Company's flagstaff. At a quarter to ten about 75 ladies and 300 gentlemen had arrived, and this number was largely increased later in the evening. The Consular Body was well represented. The Town Band discoursed music from a marquee erected on the lawn. It is unnecessary to say that nothing was left undone to minister to the comfort and enjoyment of the guests, and the celebration was undoubtedly a great success from beginning to end. The Astor House was illuminated in the similar manner as the American Consulate, and lanterns were suspended on a line from the top of the flagstaff across the road facing the river. The effect of these illuminations was very pleasing to the eye as seen from the Public Garden, where a large number of ladies and gentlemen had resorted to spend the evening.

"The Union"

The 5th of July, celebrated as Independence Day, was ushered in by the salute agreed upon. Men-of-war, the U.S. Consulate flagstaff, the Astor House flagstaff, and a few private yachts dressed ship in honor of the day, at twelve o'clock more then 50 people assembled at the Consulate. The meeting was opened by an appropriate prayer by Rev. Dr. Nelson, after which Mr. J. G. Purdon read the time-honored Declaration of Independence, a document noted for its carefulness of statement and fulness of detail. It was reproduced by the *Shanghai Mercury*, and made two columns of interesting reading.

After the reading, Consul-General Denny asked all present to drink "The Day we Celebrate" and said the requisites would be found in the room opposite. Upon repairing to that room we found the Temperance people were provided with some good ginger beer, while others had some sort of a red fluid, served out with a soup ladle. It did not look exactly like soup, though. We noticed the local Press was well represented in the "opposite room" and are glad to say that we saw the representatives drinking nothing but the ginger beer.

After the people had dispersed they spent the day as pleased themselves until 8.30 P.M., when residents began to assemble at the Consular residence to attend the general reception held by Mrs. Denny. To light the way of those who might come, the fore shore from the Bridge was lighted with lanterns, while rows of lanterns were suspended from the Astor House flag-staff, the Consular flag-staff and also from the Mitsu Bishi landing. About four hundred people attended the reception, of whom about one hundred were ladies.

The Public Band was present and furnished music for the benefit of the light-footed, and the evening was pleasantly passed in cheerful conversation, dancing, refreshing, etc.

We must not omit the salute at sunset, which announced the closing of the 104th anniversary of American Independence.

The whole celebration was a success, and as rational a method of commemorating the event as could have been devised. We have heard of no mishaps, and we think the Americans may be congratulated on their pleasant way of remembering their nation's natal day. We believe it is the only holiday during the year in which the residents generally have been invited to participate.

Enclosure
No. 1.

with dispatch # 50.
Department of State.

Consulate of United States
Chihuahua.

Mr Hood

No. 51] July 15th 1880 United States Consulate General at Shanghai,

Mr. Denny Consul General. Aug 4. 1880 to the State Department,

Subject: Mixed Court cases.

ABSTRACT OF CONTENTS.

Transmitting Returns of Criminal and Civil cases heard in the Mixed Court of the Imperial Chinese Government and the United States Consulate General for the district of Shanghai, during the second quarter of 1880.

No. 51

United States Consulate General,

Shanghai, July 15th 1880

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to transmit herewith Return of Criminal and Civil cases that have been brought before the Mixed Court of the Imperial Chinese Government and the United States Consulate General for this Consular district during the second quarter of 1880

file

I have the honor to be

Sir

Your Obedient Servant

O. N. Denny

Consul General

Enclosures

1. Return of Criminal Cases as above
2. do Civil do do

civil mixed

RETURN OF ~~CRIMINAL~~ CASES HEARD IN THE COURT OF THE

From the 1st day of April 1880 to the

No.	DATE OF FIRST PROCEEDINGS.	NAME OF PRISONER.	CHARGE.	BY WHOM BROUGHT.
1	May 13	Ko Ah Shing	Nuisance	Municipal Police
2	" "	Ching Kwin Ching	Throwing ballast in the river	do
3	" 19	Chin Ah Shing	Nuisance	do
		Ko Ah Lin		
4	" 20	Ku I Mei	Debt	Ahuk Chin Ahuk
5	" "	Ching Ah Kai	Damage to cookay by fowls	Ching Ah Kai
6	" "	Chih Ming Mei	Obtaining rent	Ko Kin Ahuk
7	" "	J Brown (Nationality unknown)	Contract	Fang Ching Kwang
8	" 26	Lo Ko Chin	Nuisance	Municipal Police
9	" "	Wang To Ming	do	do
10	" 27	Chafeg Chi Fah	do	do
11	June 22	Ming Ah Kai	do	do
12	" "	Ku Kwin Kai	do	do

Mixed Imperial Chinese Government and the

HEARD IN THE COURT OF THE UNITED STATES CONSULATE GENERAL, AT SHANGHAI, CHINA.

April 1880 to the 30th day of June 1880, inclusive.

E.	BY WHOM BROUGHT.	JUDGMENT.	AMOUNT OF FINES IMPOSED.	AMOUNT OF FEES CHARGED AND RECEIVED.	DISPOSITION OF FINES AND FEES.
ner ballast ers	Municipal Police do	continued	$0.25		Municipal Hospital
ers	do		0.25 each		" "
to cookboy	Shih Chen shih Chang Ah Tsai		1.00 2.00		paid to complainant " " "
ishop ant	Ko Lin shih	Dismissed			
ct	Fang Ching Chang	ordered to pay amount of claim by 1st of June 1880			
ner	Municipal Police		$0.25		Municipal Hospital
	do		0.25		" "
	do		0.25		" "
	do		0.25		" "
	do		0.25		" "

—E & O E—

Shanghai June 30th 1880

T. Shutsin.

Assessor of the Mixed Court of the Imperial Chinese Government and the United States Consulate General at Shanghai, China.

TED STATES CONSULATE GENERAL, AT SHANGHAI, CHINA.

day of 187 , *inclusive.*

JUDGMENT.	AMOUNT OF FINES IMPOSED.	AMOUNT OF FEES CHARGED AND RECEIVED.	DISPOSITION OF FINES AND FEES.	

Mixed

RETURN OF CRIMINAL CASES HEARD IN THE COURT OF

From the 1st day of April 1880

E.	DATE OF FIRST PROCEEDINGS.	NAME OF PRISONER.	CHARGE.	BY WHOM BROUGHT
06	June 22	Chin Ah Lin Wang Chang Fah Fu Chung Pao	Assault	Fan Kwa Ka Fan Wang Ch
07	" 24	Chang Ah Lin Chang Ah Mao	Assaulting and wounding Complainant	Wang Ah T
08	" "	Chu Hsu Gao Feng Ah Pao. Lieh Ching pin	Assault	Gung Ah M
09	" "	Chu Chang Fu Kung Yung Lin Wang Fah Chih Chow Ah Sui Pao Mow Lin	Gambling	Municipal Po
10	" "	Wang Chin Lin Wang Chun San	Fighting	do
11	" "	Fai Ah Fu	Loitering with intent to Steal	do
12	" "	Li Ah Fai Chang Ah Sui Chih Ti Kung Chu Kung Chuan Feng Wang Chih	Theft receiving stolen goods	do
13	" "	Chao Fi Nan	do	Chang Kan Ch
14	" "	Kao Min Kung Chih Min Chuan	Kidnapping a little Girl	Lin Min K
15	" 29	Chu Chang Lin	Suspected of Theft	M Poulos
16	" "	Mei Chun Ti	Theft	Li Kung C
17	" "	Chin Ah San	do	Chin Ah Fa
18	" "	Chang Ah Sui Chih Ah Mei	do	Lun Wan Ch
19	" "	Chang Kung Kung Fang Kao Bo	Fighting and creating a disturbance	Municipal P
10	" "	Chang Ah Sui	Theft	do

Mixed Imperial Chinese Government and the

INAL CASES HEARD IN THE COURT OF THE UNITED STATES CONSULATE GENERAL, AT SHANGHAI, CHINA.

day of April 1880 to the 30 day of June 1880, inclusive.

	CHARGE.	BY WHOM BROUGHT.	JUDGMENT.	AMOUNT OF FINES IMPOSED.	AMOUNT OF FEES CHARGED AND RECEIVED.	DISPOSITION OF FINES AND FEES.	
	Assault	Fan Kwa Kiin Fan Wang Shih	2 weeks jail 1 " "				
	Assaulting and wounding Complainant	Wang Ah Mu		$10.		to defray Medical attendance	
	Assault	Yung Ah Mao		3.00		paid to complainant	
	Gambling	Municipal Police		2.00 each 1.00 "		Municipal Hospital	
	Fighting	do	Dismissed				
	Loitering with intent to steal	do	1 week jail				
	Theft	do	1 Months jail				
	Receiving stolen goods			2.00		" "	
	do	Sheng Kan Chuan		2.00		" "	
	Kidnapping a little Girl	Lin Tsun Lin	Remanded				
	Suspected of Theft	M Poulos	Dismissed				
	Theft	Li Kung Chun	1 Week jail				
	do	Chen Ah Tsai	1 Months jail				
	do	Lun Wan Chung	2 Weeks jail				
	Fighting and Creating disturbance	Municipal Police	1 Week jail				
	Theft	do	1 Week jail				

Mixed Imperial Chinese Governm

RETURN OF CRIMINAL CASES HEARD IN THE COURT OF THE UNITED STATES CONSULATE GENERAL, AT

From the 1st day of April 1880 to the 30th day of Jun

NO. OF CASE.	DATE OF FIRST PROCEEDINGS.	NAME OF PRISONER.	CHARGE.	BY WHOM BROUGHT.	JUDGMENT.	AMOUNT OF FINES IMPOSED.	AMOUNT OF CHARGED RECEIVE
111	June 29	Lin Ah Gao	Theft	Chinese Police	1 months jail	$1.00	
112	" "	Li Ah Kow	do	Municipal Police	sent to House of Refuge.		
113	" "	Wang Ah Erh	do	do	1 months jail		
114	" "	Wang Kung Kwei	do	Chinese Police	1 months cangue		
115	" "	Ko Ahmad Lan	do	Municipal Police	3 months chain gang.		

E. & O. E.

Shanghai June 30th 188

T. D. Thacher.

Assessor of the Mixed Court
Imperial Chinese Government
the United States Consulate
at Shanghai, China

Enclosure No
with dispatch No
Returns of Criminal
Cases tried in the
Mixed Court of the
Imperial Chinese
Government and
the United States
Consular Courts
during the
quarter ending
1881.

nial Chinese Government and the

D STATES CONSULATE GENERAL, AT SHANGHAI, CHINA.

th
— — day of June 1880, inclusive.

UDGMENT.	AMOUNT OF FINES IMPOSED.	AMOUNT OF FEES CHARGED AND RECEIVED.	DISPOSITION OF FINES AND FEES.
ths fail	$1.00		paid to complainant
Boune of			
ngs.			
h fail			
ths canque			
ths Chair			
g.			

& O.E. —

ghai June 30th 1880

T. D. Chittim.

ssor of the Mixed Court of the
nial Chinese Government and
United States Consulate General,
Shanghai, China

Mixed

RETURN OF CRIMINAL CASES HEARD IN THE COURT OF THE

From the 1st day of April 1880 to the

	DATE OF FIRST PROCEEDINGS.	NAME OF PRISONER.	CHARGE.	BY WHOM BROUGHT.
8	May 27	Kiu Shing Kiu	Receiving stolen goods	W. Rozario
9	" "	Chang Lap	Theft	Chang Kui Lin
0	" "	Wu Ah Chin	Assault	Municipal Police
1	" "	Tung Shih	Breaking Crockery	do
2	June 1	Chung Tsu Shing	Selling bad meat	do
3	" "	Chung Ah Sui	Theft	do
4	" "	Wu Ah Lao	do	Chang Kai Lin
5	" "	Kwa Kia Liang	Assault	Kiu Kuch Shih
6	" "	Chang Lan Ching	Theft	Leung Chu Hang
7	" 3	Chung Kiao pang	Assault	W. Symmons
8	" "	Ching Lan Kuen	do	Municipal Police
9	" "	Chang Chi Ko	Flying a pinnisha without a license	do
0	" "	Chou Yum Mas	Creating a disturbance and Breaking Crockery	Ning Wang Shih
1	" "	Wang Ah Fu	Gambling	Municipal Police
		Chang Chang Kiu	do	
2	" "	Lind Ah Kou	Theft	Chung Ah Kou
3	" "	Fu Chas Fan	Drunk & disorderly	Municipal Police
4	" "	Kwa Mun Tung	Suspected of Theft	Lao Chiin
5	" 22	Ko Ah Fa	Theft	Municipal Police
6	" 1	Chang Ah Chung	do	Kiu Ah Lan
7	" "	Chung Chu Tsai	Loitering (Theft)	Municipal Police
8	" "	Li Ah Tsai	Theft	do
9	" "	Ku Ah Tsai	do	Chiang Tung Kiu
0	" "	Wang Ah Ho	do	Fu Ah Tsai
1	" "	Chia Ah Siu	Assault	Li Ah Kou
2	" "	Chung Chun Tung	do	Municipal Police
3	" "	Chao Ah Fu	Theft	Mow Ah Chang
4	" "	Wang Chun Tsun	do	Chas Kiao Tsao
5	" "	Chung Ah Fah	do	Wang Kui Kwa

Mixed Imperial Chinese Government and the

NAL CASES HEARD IN THE COURT OF THE UNITED STATES CONSULATE GENERAL, AT SHANGHAI, CHINA.

y of April 1880 to the 30th day of June 1880, inclusive.

CHARGE.	BY WHOM BROUGHT.	JUDGMENT.	AMOUNT OF FINES IMPOSED.	AMOUNT OF FEES CHARGED AND RECEIVED.	DISPOSITION OF FINES AND FEES.	
Receiving stolen goods	Mr. Rozario	Dismissed				
Theft	Chang Kai Lin	do				
Assault	Municipal Police	60 blows				
Breaking crockery	do		1.00		paid to Municipal Hospital	
Selling bad meat	do		10.00		" "	
Theft	do	50 days chain gang				
do	Chang Kai Lin	1 Month jail				
Assault	Kiu Zueh Shih	dismissed				
Theft	Deng Chu Hang	do				
Assault	Mr. Symmons		1.00		paid to complainant	
do	Municipal Police	Two months goal				
Flying a junk without a license	do		2.50		Municipal Hospital	
Creating a disturbance and breaking crockery	Wong Wang Shih		2.00		paid to complainant	
Gambling	Municipal Police	15 days jail				
do		5 " "				
Theft	Chang Ah Kow	6 Months chain gang				
Drunk & disorderly	Municipal Police	sent to Shanghai Magistrate				
Suspected of Theft	Yao Chiin	dismissed				
Theft	Municipal Police	1 Month jail				
do	Lin Ah Lan	15 days jail				
Loitering & Theft	Municipal Police	do				
Theft	do	Remanded				
do	Chwang Tung Lin	½ mos jail				
do	Tu Ah Kai	dismissed				
Assault	Li Ah Kow	1 Mth jail				
do	Municipal Police		1.00		Municipal Hospital	
Theft	Mow Ah Kang	½ Months jail				
do	Chas Hsiao Mow	do				
do	Wang Kuei Hwa	6 Months chain gang				

Mixed Imperial Chinese Government

RETURN OF CRIMINAL CASES HEARD IN THE COURT OF THE UNITED STATES CONSULATE GENERAL, AT SH

From the 1st day of April 1880 to the 30th day of June

NO. OF CASE.	DATE OF FIRST PROCEEDINGS.	NAME OF PRISONER.	CHARGE.	BY WHOM BROUGHT.	JUDGMENT.	AMOUNT OF FINES IMPOSED.	AMOUNT OF FEES CHARGED AND RECEIVED.
41	May 13	Shing-Ah Mou	Theft	Wang Kiao Ching	Remanded		
42	" "	Lang-Ah Lin	do	Kung Chin Tsai	1 Months jail		
43	" "	Lang Pao Lin	do	Chang-Ah Sah	Dismissed		
44	" "	Lin Kin San	Attempting to commit suicide	Municipal Police	Dismissed and cautioned		
45	" "	Wu-Ah Siu	Assault	Kiu Kai Tou	100 blows		
46	" 18	Li Shao Ching	do	Yen Wang Shih	50 "		
47	" "	Ho Kiu Ching	Theft	Chien-Ah Tou	2 Months Chain gang		
48	" "	Wang-Ao Chao	do	Municipal Police	Remanded		
49	" "	Lang-Ah Lin			1 Months jail and	$2.00	
		Ching-Ah Kou	do	Kiu Lin Fei		2.00	
		Chang Chi Chang				2.00	
50	" "	Shih-Ah Lui	Gambling	Municipal Police	50 blows		
51	" 20	Chiwang-Ah Shing	Theft	Chang Ching Chuan	2 Months Chain gang		
52	" "	Wang-Ah Chao	do	Municipal Police	Dismissed		
53	" "	Wang Ki Shun	Obtaining Goods under false pretences	Kwa Pao Fa		$5.00	
54	" "	Shing-Ah Mou	Theft	Wang Kiao Ching	3 Months jail		
55	" 25	Kikio Chang Shih	Assault	Kiu Ah Chang		$3.00	
56	" "		Theft	Mr. Dyer	1½ Months Chain gang		
57	" "	Ching-Ah Siu	do	Tamtam Ho	Remanded		
58	" "	Wang Ki Chin	Gambling	Municipal Police	½ Months jail		
59	" "	Lo Ho Kai	Shipping Spirits Fa	do	Fa confiscated	$10.00	
60	" "	Li Chun Jung	Keeping a pinnace without a license	do		2.50	
61	" "	Ho Kung Cheng	Theft	do	Sent to House of Refuge		
62	" "	Ching-Ah Ho	"	do	1 Months jail		
63	" "	Lin-Ah Kong	Cruelty to Animals	do		2.00	
64	" "	Chen Kim Ching Lao Kiang Kui	Fighting	do		1.00	
65	" "	Ho Chuan	do	Lang Ho Fa	3 days goal		
66	" 27	Wang-Ah Chin	Assault	Yang Chih	Dismissed		
67	" "	Chiang Tzu Ching	Selling bad meat	Municipal Police	Remanded		

...nial Chinese Government and the

...ED STATES CONSULATE GENERAL, AT SHANGHAI, CHINA.

...th day of June 1880, inclusive.

...JUDGMENT.	AMOUNT OF FINES IMPOSED.	AMOUNT OF FEES CHARGED AND RECEIVED.	DISPOSITION OF FINES AND FEES.
...manded			
...ths jail			
...ckiard			
...ssed and			
...ound			
...blows			
"			
...nths chain gang			
...anded /			
...hs jail and	$2.00		paid to complainant
	2.00		" "
	2.00		" "
...blows			
...nths chain gang			
...nished /			
	$5.00		" "
...hs jail			
	$3.00		Municipal Hospital
...nths chain gang			
...anded /			
...nths jail			
...ended	$10.00		Home of Refuge
	2.50		Municipal Hospital
...Home of Refuge			
...ths jail			
	2.00		" "
	1.00		" "
...ays goal			
...ckiard			
...manded			

Transcribed

RETURN OF CRIMINAL CASES HEARD IN THE COURT OF THE

From the 1st day of April 1880 to the

	DATE OF FIRST PROCEEDINGS.	NAME OF PRISONER.	CHARGE.	BY WHOM BROUGHT.	
20	April 22	Kuo Ah Wen	Plundering	Wan Li Chin	1
21	" "	Chiang Ah Lung	do	Wu Chin Chai	
22	" "	Chou Tang Chou	do	Chia Chuan Ko	1
23	" "	Li Kuei Fu	Theft	Chou Ching Chu Lu Hsi Chu	2
24	" "	Chao Ah Chin	do	Chin Kuan Kuan	
25	" "	Chou Ah Fu	Burglary	Municipal Police	1
26	May 6	Chin Ah Hsiu Li Ah Pao	Assault	Chang Ah Chang	
27	" "	Wang Lung Fang	Theft	Municipal Police	
28	" "	Ching Ah Hsi	Creating a disturbance and breaking crockery	Chou Tsai Chao	1
29	" "	Chin Chin Kuang	Embezzlement	Feng Chen Shih	
30	" "	Chang Shih Shih	Obtaining clothes under false pretences	Ko Kuang Fi	
31	" "	Li Ah Ching	Assault	Municipal Police	
32	" "	Lin Ah Fuh	do	Lo Chi Feng	
33	" "	Wang Lung Fang	Theft	Municipal Police	
34	" "	Wang Lien Shing	Assault	Lih Chung Lung	
35	" "	Lu Hsi Hsiu Li Ah Pao	do	Chang Ah Chang	
36	" 13	Ching Fu Tsai	Theft	Municipal Police	
37	" "	Ko Ching Feng	do	Wang Ah Chuan	2
38	" "	Kuo Lien Kang	do	Municipal Police	1
39	" "	Wang Li Ching	do	Lung Chi Yen	
40	" "	Li Fu Chuan	Gambling	Municipal Police	

Mixed Imperial Chinese Government and the

CRIMINAL CASES HEARD IN THE COURT OF THE UNITED STATES CONSULATE GENERAL, AT SHANGHAI, CHINA.

day of April 1880 to the 30th day of June 1880, inclusive.

	CHARGE.	BY WHOM BROUGHT.	JUDGMENT.	AMOUNT OF FINES IMPOSED.	AMOUNT OF FEES CHARGED AND RECEIVED.	DISPOSITION OF FINES AND FEES.	
	Plundering	Wan Li Chin	100 blows and 1 months cangue				
	do	Wu Chin Chai	do				
	do	Chia Chuan Ko	100 blows				
	Theft	Chou Chang Chu Lee Kiel Chu	2 months jail				
	do	Chin Kuan Kuan	sent to the House of Refuge				
	Burglary	Municipal Police	1 Month jail				
}	Attempt Theft	Chang Ah Chang Municipal Police	Remanded do				
	Creating a disturbance and breaking crockery	Chou Kai Chas	1 months jail and 100 blows				
	Embezzlement	Ting Chen Shih	Sent to jail until amount embezzled is paid to Complainant				
	Obtaining clothes under false pretences	Ko Kwang Fi	Prisoner ordered to return the clothes	$1.00		Paid to complainant	
	Assault	Municipal Police		1.00		Municipal Hospital	
	do	Lo Chi Feng		0.50		paid to complainant	
	Theft	Municipal Police	6 months jail				
	Assault	Leh Chang Lung	Remanded				
}	do	Chang Ah Chang	cautioned and	each $1.00		" " "	
	Theft	Municipal Police	1 months jail and 100 blows				
	do	Wang Ah Chuan	2 months chain gang				
	do	Municipal Police	1 Months jail and 100 blows				
	do	Tsang Chi Jen	100 blows				
	Gambling	Municipal Police	½ months jail				

Mixed Imperial Chinese Government and the

RETURN OF CRIMINAL CASES HEARD IN THE COURT OF THE UNITED STATES CONSULATE GENERAL, AT SHANGHAI, CHINA.

From the 1st day of April 1880 to the 30th day of June 1880, inclu

NO. OF CASE.	DATE OF FIRST PROCEEDINGS.	NAME OF PRISONER.	CHARGE.	BY WHOM BROUGHT.	JUDGMENT.	AMOUNT OF FINES IMPOSED.	AMOUNT OF FEES CHARGED AND RECEIVED.	DISPOSITION OF FIN
1	April 1	Yung Kwa Gao	Assault	Ku Chung	Remanded			
2	" "	Li Ah Chun	Theft	Municipal Police	1 Months Cangue			
3	" "	Chang Mow Lin	do	Lin Ah Ping	100 blows and 1 Months Cangue			
4	" "	Gambling (Commutation)	Gambling	Municipal Police	1 Months Jail			
5	" "	Ku Kuch Kai Chung Pan Kai	Theft	Kiu Ah Tung	200 blows			
6	" "	Chu Tzu Yiin	do	Wang Kiao Shih	½ Months Cangue			
7	" 8	Tang Ah Ning Chang Yun Sien Chang Ah Fang Chu Ah Pao Kih Ah Gunn Pei Chung Kiu	Assault	Municipal Police	Dismissed			
8	" "	Chang Yun Fu	Theft	Wang Gao Shih	1 Months cangue			
9	" "	Wang Ah Siu	do	Mouth U.S. Gleneagles	Remanded			
10	" "	Lieh Ah Sun Kush Ti Hsien	do	Fang Ah Lin	Remanded			
11	" "	Kiu Ah Shih	Burglary	W. Talbot	sent to House of Refuge			
12	" 15	Ku Mien Shing	Fighting	Chang Ling Fang	cautioned			
13	" "	Chen Ah Shuh	Sodomy	A. Harrison	100 blows			
14	" "	Wu Kung Gao	Attempted Theft	Chang Ah Siu	sent to House of Refuge			
15	" "	Chiang Ah Mow	Theft	Kiu Jin Chin	½ Months Jail			
16	" "	Wang Chou Shih Wang Ah Kai	Fighting	Municipal Police	cautioned			
17	" "	Chang Chou Mei	Theft	Ah Ah Fu	Remanded			
18	" 20	Chin Ah Yin	Extortion	Chin Chou Shih	Remanded			
19	" "	Tang Ah Fu Kuh Kwei Kai	Burglary	Sun Fang Shih	200 blows and 6 Months each in chain gang			

No. 52] July 14. 1880 Sept 14 1880 rec'd by

United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department, Mr Clements

Subject:— Pardoning of Chiung Hsi.

ABSTRACT OF CONTENTS.

Forwards. copy of Imperial decree pardoning Chiung Hsi. and ~~to~~ makes some comments thereon

No. 52.

United States Consulate General,

Shanghai, July 14, 1880.

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

Referring to my telegram to you of the 13th. instant, announcing the pardon of Chung How, by Imperial decree, I now have the honor to forward for your perusal a copy of the decree itself. This document was issued on the 26th. of June by the Tsung li Yamen and given to the different foreign Legations on the 3d. of this month. It is said to be the result of most careful deliberations on the part of a High council of State, expressly called to

to consider the present critical political situation, growing out of China's ill advised complications with Russia.

This action on the part of the Imperial Yamen, is not surprising, as it was believed from the first, that the unfortunate Ministers had more reason to look for executions at the Chinese Government rather than the slightest intention of protecting them.

This decree which is supposed to be very solemn, is doubtless intended to smooth down the backs of the Foreign Ministers for the snubbing they got last winter, when they undertook to protest against the course taken by China in regard to the action against Chung How.

do.

So also the provision in the draft that Chung Hsun is to be detained in prison until the Marquis Tseng shall have reached Russia, and it shall appear how the matters at issue may be adjusted when a further decree in his case will be made known" is no doubt a concession to the anti foreign party and intended at the same time to pacify Russia. But it is difficult to see how it will affect Russia's action in the East. For while China's next move will be to try and arbitrate their differences, and while all foreign nations would like to see the same thing yet, Russia will either insist upon retaining possession of

of the disputed territory, the right
and the dust cause much which
it is supposed will ensue would in
the event be as follows. [illegible]
to wit "An Imperial decree [illegible]
a note to "Received 9pm 26th. 1860.
"As Chung Kow, sent as Ambassador to
"Russia, violated his instructions
"and exceeded his powers, and because
"the treaty made by him contained
"many stipulations which were im-
"practicable. Our High Ministers
"of State in Council deliberated
"upon his offences and decided
"that he should be decapitated
"after the autumn assizes as a
"punishment befitting his guilt.
"But now we hear from without
"(outside the Palace) that this
matter

" matter is disadvantageous that Your Majesty "
" of their Opinion that the Establishment "
" of Peking Troops are the Establishment "
" subjects upon the dignity of Russia. "
" This is mainly from having "
" design of the Imperial Throne "
" China has been in a settling "
" of amity with Russia for more than "
" two hundred years. and it is ac= "
" cordingly Our desire that it may "
" continue to the end of time, and "
" that the amicable relations of "
" friendly States may not be destroyed. "
" Chung How in obedience to "
" Our Mandate, acting as Our "
" Minister, without deliberate and "
" careful negotiations with Russia "
" establishing good accord to stipu= "
" lations which China cannot "
fulfil.

"fulfil. It has brought this question
"mainly upon itself. The Chinese
"deals with him according to the
"Statutes, and maintains that in them
"acting the laws of China deal with
"a minister of China and that Russia
"is not affected in any way.
"But we fear that as the report
"of our action must travel a great
"distance, and be transmitted from
"one to another, the real motives
"which have prompted the conduct
"of China in this brilliant mayhap
"be perfectly understood, that mis-
"sion and distrust may spring
"from a misapprehension of Our
"motives and that friendly relations
"will be unavoidably interfered
"with".

"We.

"We therefore, acting outside of the
"Statutes, and as a special mark of
"grace, remit temporarily the sentence
"of decapitation after the autumn
"assizes passed upon Chung How.
"Let him however be detained
"in prison until the Marquis
"Tsêng shall have reached Russia,
"and it shall appear how the matters
"at issue may be adjusted, when
"a further decree in this case will be
"made known."

"Let the Marquis Tsêng, upon re-
"ceipt of this decree, inform the
"Government of Russia that the
"sentence of decapitation passed
"upon Chung How has been tem-
"porarily remitted, and let him state
"that in this act is to be seen an
evidence

"visible of the friendly sentiments of
"China towards Russia".
"In the treaty stipulations which
"he must negotiate, let him deal
"with the business and reach a
"satisfactory solution in accordance
"with Our will as already expressed
"to him".

"Respect this.

I am, Sir,
Your obedient servant.

O. M. Wrong
Consul General

No. 53] July 19 1880 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department,

Subject:— Consular Service.

Rec'd Sept 4. 1880
Referred to Indiana Com. & Mileage & Transportation Sept 4 1880

Mr Clemens

DEPARTMENT OF STATE AUG 27 1880 RECEIVED

ABSTRACT OF CONTENTS.

Sends letter to the "American Expositor" with comments thereon.

Opened & examined this letter before sending it. S a S

Letter referred by Director of Consular Affairs

Inclosure

no. — Letter to "American Expositor"

No. 53.

United States Consulate General,

Shanghai, July 19th 1880

Hon. Charles Payson.

Third assistant Secretary of State,

Washington, D.C.

Sir,

If after you have examined the enclosed letter to the "American Exporter" there is no objection on the part of the Department to its publication, I will thank you to forward it to the Publishers - Should there be any objection, please retain it in your office.

I am, Sir,

Your obedient servant

O. N. Denny

Consul General

ack Sept 4 Mr Wood.

No. 54] July 19 1880 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department,

Subject:— Quarterly returns.

ABSTRACT OF CONTENTS.

Returns and accounts for 2d Quarter. 1880.

Enclosures.

No. 1. for. 90. Miscellaneous expenses &c.

" 2. " 114. Digest of Invoice book

" 3. " 120. Arrivals and Departures of vessels.

" 4. " 121. Declared American citizens

No. 54.

United States Consulate General,

Shanghai, July 19th 1880

Hon. Charles Payson.

Third assistant Secretary of State,

Washington, D.C.

Sir,

I beg to inclose my accounts and returns for the quarter ending June 30th 1880. in accordance with paragraph 349 Consular Regulations 1874.

I trust they may be found in order.

I am . Sir.

Your obedient servant.

O. N. Denny

Consul General

Ack. & dep. stat.
Recd. Cabin. file.
Digest & rec. Bk. stat.
Ltr agent
M

No. 55] July 20 1880 Rec'd Sept 4/80 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department,

Subject:— War preparations by China Mr Clements

ABSTRACT OF CONTENTS.

With Comments.

No. 55.

United States Consulate General,

Shanghai, July 20 1880

Hon. Charles Payson.

Third assistant Secretary of State,

Washington, D.C.

Sir,

Notwithstanding it is generally believed by foreigners, since the pardon of Chung How, that there is to be no war between China and Russia, yet the warlike preparations by both countries are being carried on as rapidly as possible — many large Krupp guns, as well as thousands of stands of small arms have been purchased by China. Her Forts have been strengthened in many particular — The most active demonstrations

demonstrations in this direction, however. has been at Taku the mouth of the Peiho - All the torpedoes however stored at Tientsin have been removed there. where they can be readily fixed to guard the entrance to the Peiho - In addition the Taku Forts have been connected with the Peitang Forts by telegraph - The latter are situated on the Peitang river about fifteen (15) miles to the north of the Taku.

Colonel Gordon of Taiping renown, a true friend of China has been summoned from India by the Viceroy Li Hung Chang at Tientsin, to advise with him as to how the threatened conflict can be averted -

With

with Colonel Gordon, while here - I had two very interesting interviews on the situation. He like most successful soldiers is for peace. Men at the summit of the entire dispute's territory, and will so advise the Chinese - It remains to be seen whether the Government at Peking will heed his advice or not.

I am, Sir.
Your obedient servant
O. N. Denny
Consul General

Rec'd Sept 4. 1880
Ans'd Sept 6. 1880

Mr Clements

No. 56] July 20 1880 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department,

Subject:— Extra wages.

ABSTRACT OF CONTENTS.

No. 56. United States Consulate General,

Shanghai, July 20th 1880

Hon. Lelands. Payson.

Third assistant Secretary of State,

Washington, D.C.

Sir,

Sometime ago Samuel Adams. a citizen of the United States shipped as second officer on board an American vessel called "Laura R. Burnham" at a salary of (35) thirty five dollars per month; - While in Shanghai he had an opportunity to enter the United States Navy as an ordinary seaman, on board the United States gunboat "Palos"; For this purpose he was, on the 16th day of July discharged by mutual consent; when he immediately shipped on the

the vessel above named; but before he could do so he not only had to waive this right to the two months extra wages, but he was compelled to pay into this Consulate to the credit of the Government one month wages at $35. as provided in paragraph 101. of Consular Regulations.

It seems a hardship that a poor man should have to pay $35. for the privilege of entering the naval service.

With the approval of the Department, it would give me pleasure to return this sum to Wm. Adams. I would also beg to inquire whether it would be possible for the Department to make exceptions in such cases in the future.

I am, Sir, Your obedient servant,

O. N. Wheeler

Consular Clerk

United States Consulate General,

SHANGHAI, July 21st 1880.

Hon. William M. Evarts

Washington City

D.C.

Dear Sir

On the 28th day of June last I received quite a long and confidential letter from H.E. Viceroy Li at Tientsin in which among other things he alluded to the very unsatisfactory state of affairs now existing between his own government and that of Russia. He also referred to the coming of the U.S Commission apparently with deep interest and assured me that no efforts would be spared on his part to bring about a settlement of the differences between the two governments which would be entirely satisfactory to the U.S whose friendships and good will China is very anxious to retain in the future -

culture as she has enjoyed it in the past + I replied to this letter in general complimentary terms, assuring him in conclusion, that his government could rely upon the just and friendly action of the U.S. Government which was called upon + Prince Kung, the Viceroy, and other high officials who head the + peace party are very uneasy over the situation, and are bending all their energies to restrain the ill advised action of the war party at Peking. To this end Viceroy Li wrote to Col Gordon in India, who rendered the Chinese Government valuable and disinterested services during the Taiping Rebellion, to come to Tientsin to advise with him as to the best way out of China's present embarrassments. To answer this letter of H.E. in person the Col arrived in Shanghai about 12 days ago. when he remained

about -

about one week. when he left for Tientsin
while in Shanghai I had two confidential
interviews with him. in which he told
me among other things, that he should
advise China to submit if possible her
differences with Russia. to arbitration,
that perhaps the most difficult part
of the business would be to get Russia
to consent to this kind of a settlement.
he might however, be induced to
submit the questions at issue to the
U.S. In such a case. he asked me
what could China rely upon from
our government. I replied. Everything
that is just. He then asked about
the Commission, its objects and
how much it expected to accomplish
I explained to him the situation at
home respecting Chinese immigration
that this Commission was appointed
by the President and yourself at the
unanimous solicitations of the anti Chinese
representatives. to modify the Burlingame

H Gridin

Treaty

treaty, and that nothing short of
a practical prohibition of Chinese
immigrants to the U.S. would satisfy
the people of the Pacific States who
have precipitated the issue +
upon my request. he assured me
that he would do all he could to
get the government of China to settle
the question satisfactorally with the
Commissioner + I said, in the event
China and Russia can both be induced
to submit their differences to the U.S
for Arbitration. through whom could
be arranged the preliminaries. Replying
he said, perhaps Sir Thomas Wade
British Minister. as England and Russia
were again on quite friendly terms
but Lord Iddesleigh will write me from time to time
occasionally. where he expects to
remain for about two months.
H.E Li asked me. if I would come
to Pekin in case he should ask
me to do so. I answered I would;

Shortly

should I do so. I beg to assure you
that I will in no way interfere with
the business assigned to others +
Inspectors and Commissioners are
still in Yokohama + I understand
it is their intention to go direct-
from Nagasaki over to Chefoo and
Tientsin and not come by way of
Shanghai. This in my judgment-
would be a mistake as I regard it-
important that they should visit
the Commercial Centers of the East
before going North. I have written
the viceroy as to their coming and
about the time they may be expected
to arrive at Tientsin. I think their re-
ception by the viceroy will Cordial,
sincerely trust my action in ad-
dressing this private letter to you
will meet with your approval

I am obediently your
O. N. Denny

ack^d Sept 4 — Mr Wood.

57] July 21 1880 *United States Consulate General at Shanghai,*

Dennys *Consul General.* *to the State Department,*

bject:— Notice of Draft.

ABSTRACT OF CONTENTS.

Draft for Rent & Miscellaneous.

expenses -

No. 54.

United States Consulate General,

Shanghai, July 21. 1880

Hon. Charles Payson.

Third assistant Secretary of State,

Washington, D.C.

Sir,

I beg to inform you that. I have drawn upon the Honorable Secretary of State. at fifteen days sight acceptance. varied for the sum of two hundred and nine 89/100 dollars $209.89. dated June 30th. 1880. to balance my account for rent and miscellaneous. expenses 2d. Quarter 1880. for which I ask your protection.

I am. Sir.

Your obedient servant

O. N. Denny

Consul General

Acknd Sept 21

Mr Clement

No. 58] July 23 1880 *United States Consulate General at Shanghai,*

Mr. Denny *Consul General.* *to the State Department,*

Subject:— Acknowledgment of dispatches

ABSTRACT OF CONTENTS.

No. 58.

United States Consulate General,

Shanghai, July 23d 1880

Hon. Charles. Payson.

Third assistant Secretary of State,

Washington, D.C.

Sir,

I beg to acknowledge the receipt of your dispatches numbered 7. 8. 9. 10 & 11. the last dated June 1st. 1880. also circulars dated April 19th and May 24th. 1880. respectively.

I am. Sir.

Your obedient Servant

O. N. Denny

Consul General

Ack'd Sept 21 Refer request to War Dept
Letter to Secty of War. 20 Sept '80. C. P W & Clements

No. 59] July 26 1880 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department,

Subject:— Medical & Surgical Reports of the War.

DEPARTMENT OF STATE SEP 14 1880 RECEIVED

ABSTRACT OF CONTENTS.

asks for Secondary Volumes for Dr. Jamieson

No. 59.

United States Consulate General,

Shanghai, July 26th 1880

Hon. Charles. Payson.

Chief Assistant. Secretary of State,

Washington, D.C.

Sir,

I am requested by Doctor Jamieson, Consulting Surgeon of the Imperial Maritime Customs of China, to procure for him the "Secondary" volumes. - if issued - of the "Medical and Surgical History of the war of the Rebellion".

The Doctor has always been most obliging in furnishing this office with reports &c. and I therefore beg the assistance of the Department in complying with his request.

I am Sir, your obedient servant.

O. N. Denny

Consul General

Ack + approve — W Clements

No. 60.] July 31st 1880 — rec'd Sept. 21 - J.H.S. — United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department,

Subject:— Receipt of letter from Mate of German Barque "Marie"

ABSTRACT OF CONTENTS.

Reporting action thereon.

No. 60.

United States Consulate General,

Shanghai, July 31st 1880

Hon. Charles. Payson.

Third assistant. Secretary of State,

Washington, D.C.

Sir,

On the 9th of July I received the following letter.

"On board the "Marie" June 16th 1880.

"Passing the Straits of Sunda".

"To the Consul of the United States of.

"America at Shanghai.

"Sir.

"These lines come to you from "an American citizen, who, although "an American Shipmaster, is by cir= "cumstances at present placed in a "rather precarious position as mate "of the german barque "Marie". "The

"The above mentioned vessel has been
"chartered by a gentleman named Jno.
"Bursley in New York to bring a cargo
"of refined Petroleum in 114900 cases from
"Devons Yard H.P. to Gutstaff Anchar for
"Orders at the rate of 50 cts a box, which
"at present may be considered a high
"rate of freight; it is therefore most
"probable that the charterers Agents Messrs.
"Whitlock & Co at Shanghai intend to
"send us to Tientsin. It seems that Mess
"Bursley have not made the best choice
"of the freight ruling vessels in New York;
"the "Marie", although classed A.I. only
"about 8 years old and insured for about
"80000 Reichsmarks. is rather getting played
"out and is not worth more than half
"the amount insured for; I understand,
"that her late master who is also a part
"owner

"owner wanted to draw from the charterer
"the amount of £500 Sterling as advance
"on the freight previous to our sailing
"from New York. and as he could not
"obtain that sum from Mr. Bursley
"he has borrowed it from some other
"parties in New York. as a kind of loan
"on bottomry or rather mortgage D.
"believe) for 5 per cent interest. It seems
"to be the intention of the "Maria" -
"present master to defraud Mr. Bursley
"and other parties in New York as well
"as the Companys. in which she is
"insured. I have good reasons to believe,
"that at first he has tried to trick
"the "Maria" without my knowledge
"and afterwards when he had found
"that impossible. to persuade me to
"participate for some trifling bribe
in.

"in this wrongful act; having failed at
"that he tried in every possible way
"to get me out of the way. now
"that having failed. he intended with-
"out my knowledge again to leave
"the Swan and the Straits coast of
"St. Pauls Island, where by my tak-
"ing vigilance I have managed to
"frustrate him this last attempt. We
"are now passing the Straits of Sunda
"and I embrace this opportunity, to
"forward through your kindness. the
"different parties interested in this affair
"of mine and my danger. I am not
"certain whether these lines will ever
"reach you, since I have no trust-
"worthy persons to mail them, but I
"hope that they may, and that by
"them the above mentioned parties

may

"may also be formed against the fraudu-
"lent designs of these rascals amongst
"whom it has pleased the Almighty to
"place me in my present situation.
"I do not know for certain what this
"will be the most painful and con-
"stant vigilance. I will use reach-
"an destination with this vessel in
"safety, but what we may happen. I
"trust, that after receiving this Letter
"you will communicate with Mrs.
"Whitlock and let them know what
"is going on; should Captain Thomaschewsky
"not arrive in Shanghai or any other
"place with or without the Maria
"with or without me (the writer) trust
"that you will take the necessary
"steps for all parties concerned, and
"that you will be particularly attentive
that.

"thats a certain Logbook kept in American
"form, in the german language, but
"written in this my hand writing and with
"the use of the english alphabet together
"with an extract and supplement there-
"to, which I am keeping in a tin
"box, where it is protected against
"moisture, will be demanded and
"produced either from and by myself
"(if I am lucky enough to survive)
"or by Capt. Thomaschersky, and that a
"certain other Logbook, kept by the
"Captain himself in english form
"and using the german letters shall
"be rejected as a fraud. The testimony
"of the rest of the ships company
"should be taken with great care, because
"I do not know, how far they can be
"depended on. Some of my shipmates
are.

"are too green to suspect an evil behind the
"veil beside, and others although green looking
"enough are probably base enough to be bribed
"not only to tell and swear to a falsehood, but
"even to participate in the intended crime.
"As I have never navigated the China sea before
"and am not possessed of such good special
"charts of it of my own, as I have of the oceans
"we have hitherto sailed through, it will be still
"more necessary for me to keep my weather eye
"open in the future; yet mess. Wheelock need not
"be over anxious about their cargo, for I shall
"not allow the master to withhold the ships charts
"from me under any pretence. I am well armed,
"I know how to handle my arms and shall
"not be backward in using them, if ever
"necessity will demand it. I shall fear neither
"life nor death, if either should be at random.
"and in such a case perhaps this letter in

Dane

"your hands with some good evidence for my
"conduct; at all events there is just the same
"chance for the night, although the morn-
"ing may be stormy in appearance. But perhaps
"it might be greatly to the advantage of Miss.
"Whitlock. if they could send some trust-
"worthy person to the main off Gutstaff.
"Island (if we are got there) before ordering
"her either to Nagasaki or Printrin. in
"order to receive some further communications
"from me, which under some circumstances
"might be of service to them. I have hitherto
"been compelled by the reluctancy of the vessel
"to keep my logbook as well as the above
"mentioned supplement thereto in the german
"language, but if time and circumstances
"will permit me, I shall translate the letter
"also in the english language for the better
"understanding and guidance of such persons.

"as one as many be interested therein and not
"conversant with the german. In order that I
"may not communicate anything essential
"to wrong parties, it will perhaps be good.
"to stipulate a pass, by which I can know a
"friend from a foe; let me therefore stipulate
"the U. words, „Hail Columbia happy land"
"to be reciprocally given. A party cognisant
"of these words will know me from the
"rest of the ships company, by a large black
"felt hat. If future events in our
"passage should render such a communi=
"cation still more important and important
"I shall give to a boat approaching the
"main top gallant prepare a sign with a
"white handkerchief, but if not, with a red
"one, so that they may act accordingly.
"But should the "main" see enemies in
"Shanghai, or off Gutzlaff without one
them

"Thus you may reasonably suppose, that
"I shall be fearfully dealt with, since the master
"seems to suspect that I know anything
"and that I am going to do all in my
"power to outdo him, in such a case
"you will see that he is not let off
"without producing my documents and
"log and communicate all to my brother,
"to whom I am now also writing and
"whose address is
"Dr. Francis Wilfelin Royal Bavarian Rail
"road official in Würzburg Germany."
"If this should be an American man of
"war, at anchor off the bar of the Yang-
"tze Kiang, she might keep an eye open
"for the mail, but please do not com-
"municate this to any more persons
"than you can help, my assertions are
"but too true, but it may be difficult
"to

"to get witnesses to prove their truth, when
"that is necessary; the crew being bound for
"the voyage are often afraid of being ill used
"by the master and boatswain, and they
"think that at all events they will have to
"make the remainder of the voyage from
"China without me, they do not only not
"know anything, although I have communi-
"cated part of this to some, but they will in
"all probability be afraid to tell, what
"they do know."

"Please accept my apology for causing
"you this trouble, and be assured that
"I am only doing it with the good in-
"tention of doing right and preventing
"wrong from other fellow citizens of a
"country, to which I myself have been
"naturalized and which I look at as
"my own. I am, Sir,

Respectfully

"Respectfully

"Your student servant

"(sgd) John Frank Tibbetts.

"pro tempore mate of the barque "Marie"

The following "P.S" is written in pencil.

"P.S. I have been writing this about a week

"ago; since then the vessel was again not

"far from being wrecked in a very singular

"manner, on Navies Island, the weather

"clearing up just in time for me to

"see it and to avoid it."

Immediately I communicated this information to the consignees Messrs. Whitlock & Co. who informed me that the cargo was not only insured, but insured for a profit as well. I advised them to acquaint the agents of the in-surance Companies at once with the situation. which they did. This brought the

the agent to make advice — On the communication remarked, that it was evident that either the Captain or mate was a scoundrel, and for the purpose of accomplishing which was the reason an investigation of the case should be had immediately upon the arrival of the vessel at Batzlaff. The nationality of the vessel being German I would consult with the Consul General of that Government as to the propriety of sending a gun boat out for that purpose. Upon the facts being made known to that officer by myself he said it was of the most importance to the shipping interests that the matter should be thoroughly investigated and that if Whitlock & Co. wants infamy him when the vessel arrived.

arrived off Kutzloff he would send out a gunboat to board her and make an investigation. On the 24th instant the Consignee informed us of the arrival of the vessel and the German gunboat "Wolf" was dispatched the same day for her anchorage - some 65 miles distant - having on board the German Vice Consul and Com. Whitlock one of the Consignees. Arriving there in the night the barque was not boarded until the next morning. Once on board communication was had with the owners of the above letter. The Captain having gone off to Kutzloff Island to await further orders by telegraph. Upon investigation the mates story was found to be false in almost any particular. He was arrested however

however as he says which was taken
from him. The gunboat then proceeded
to Gratzhaff took on board the Captain
and carried him to his vessel, having
been in the meantime informed with
the situation. The Captain requested
that the mate be left on board
that he might proceed against
him upon his arrival in port.
which request was granted and the
ship ordered to proceed on her
voyage to Lisbon where the case
will be still further inquired into
and the guilty party punished.

Of course after what has trans=
pired the Captain will take the ut=
most care that the vessel reaches
her destination in safety even if
there was any criminal intention

an

on his part before we desire the measures of punishment shall be used. That he must have duly struck at first. Should the mates statements prove entirely false his conduct may be accounted for in his desire to rob plant the Captain in command, as he has ever been in such a position and strikes no doubt he ought to be again.

Your obedient servant.

O. M. Dewey

Board Recorder.

Ack + say that while the loss which may be suffered by the bank in consequence the unauthorized transaction of the C. G. is sincerely regretted, this government cannot assume any pecuniary liability on that acct a more careful attention into the powers of the C. G. would probably hence obviated any difficulty. Approve C.P.

No. 61 August 2 1880 United States Consulate General at Shanghai,

Mr. Denny Consul General, to the State Department,

Subject:— Ack as above Sept 21.
note of hand given to the Heng Kang and Shanghai Bank. for Tls. 400. or $1000. + signed as Consul General

ABSTRACT OF CONTENTS.

W Clements

No. 61.

United States Consulate General,

Shanghai, August 2d 1880

Hon. Charles. Payson.

Third assistant *Secretary of State,*

Washington, D.C.

Sir,

Sometime in June last, I received a letter from the Sub manager of the Hong Kong and Shanghai Bank, making inquiry as to when it would be convenient for me to pay a note of Taels. 400. or $1000. signed by Mr. W. Bailey as United States Consul General against the Court account of this Consulate. As this was the first intimation I had had of the existance of such a note, and as Mr. Bailey had not turned over any funds with which to pay it.

it. I notified the sub-manager that the Bank must consider it purely a personal matter between it and Mr. Bailey: This brought that gentleman to my office, when in the course of conversation he remarked, that it was entirely upon the officials signature of Mr. Bailey that the Bank loaned him the money and should I dishonor the note, it would be a reflection upon the United States Government, this office, and of course upon myself. I replied that I could not help it, that should I pay the note, the money would have to come out of my own pocket, and that I could stand a little "reflection" easier than I could do this.

I also informed that gentleman. that.

that neither myself, Mr. Bailey or any other Consul had the right to use our official signatures for such purposes. — No doubt Mr. Bailey forgot to pay the note before he left; but that is not the question, he should never have given it, for as it has turned out, it is a reflection upon the service; notwithstanding this, I had hoped that it might not be necessary for me to report the case to the Department. But in conversation with the manager of the Bank on yesterday, I thought he seemed to have some doubts as to why I could not pay the note as Mr. Bailey had a precedent for its official execution in the action of Seward and Broadfoot

while

while in charge of this Consulate.

I have reported the matter in the hope that the Department will approve of my action towards the Bank, when I can satisfy the managers as to whether I have acted in good faith or not towards them.

I am, Sir,

Your obedient servant.

O. H. Denny

Consul General

ack'd Sept 21

No. 63.] Aug. 24. 1880 United States Consulate General at Shanghai,

Mr. Denny, Consul General. to the State Department,

Subject:— Receipt of dispatches

ABSTRACT OF CONTENTS.

Ack

W Clements

No. 62] August 3 1880 *United States Consulate General at Shanghai,*

Mr. Denny, *Consul General.* *to the State Department,*

Subject:— Marriage.

ABSTRACT OF CONTENTS.

Sends Certificate of marriage between James Ward Hall and Alice Mary Denny.

enter.

Inclosure.

No. 1. Certificate of Marriage.

No. 62.

United States Consulate General,

Shanghai, August 30/1880

Hon. Charles. Payson.

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I beg to inclose herewith a certificate of marriage between James. Ward Hall and Alice Mary Barry both citizens of the United States.

The ceremony was performed in my presence at the Consular residence on the 28. July. last.

I am. Sir.

Your obedient servant

O. N. Denny

Consul General

CERTIFICATE

of

MARRIAGE.

Consulate General of the United States,

Shanghai, China, July 28th, 1880.

I, Owen N. Denny CONSUL GENERAL OF THE UNITED STATES at Shanghai, do hereby certify that on this 28th day of July, A.D. 1880., at the residence of the U.S Consul General, in the city of Shanghai James Ward Hall aged 30 years, born in Piqua, Ohio, U.S.A, and now residing at Shanghai and Alice Mary Barney born in St. Louis Mo. U.S.A and now residing in Shanghai were united in marriage before me, and in my presence, by the Rev. Father Desjacques. S.J, who is authorized by the laws of the United States of America to perform such a ceremony.

In witness whereof I have hereto subscribed my name and affixed the seal of the CONSULATE GENERAL AT SHANGHAI this 29th day of July, A.D. 1880, and of the Independence of the United States the 105.

O. N. Denny

Consul General.

U.S. Consulate General
Shanghai China.

Inclosure No. 1.

with dispatch No. 62
to the State Department
Washington
D.C.

Certificate of marriage
James Ward Hall
to
Alice Mary Bonny
July 28. 1880

No. 63.

United States Consulate General,

Shanghai, August 14th/80

Hon. Charles Payson.

Third assistant Secretary of State,

Washington, D.C.

Sir,

I beg to acknowledge the receipt of your dispatches numbered 12. 13. 14. 15. 16. 17. and 18. the last dated June 22d. together with circular dated May. 11th.

I am, Sir,

Your obedient Servant

O. N. Denny

Consul General

Mr Clements

ack Sept 21 Forward enclosure.
C. P.

No. 63 A j Aug 4. 1880 *United States Consulate General at Shanghai,*

Mr. Denny, *Consul General.* *to the State Department,*

Subject:— Post office.

RECEIVED SEP 15 1880 DEPT. OF STATE

ABSTRACT OF CONTENTS.

Incloses letter under flying seal to Mr. Blackstone.

Sent

Ack 5 Sept 2 File

Inclosures

No. 64.] Aug. 14th 1880 *United States Consulate General at Shanghai,*

Mr. Denny *Consul General.* *to the State Department,*

DEPARTMENT OF STATE SEP 15 1880 RECEIVED

Subject: "Forest Bill" Investigation

ABSTRACT OF CONTENTS.

Relating to Mr. Denny's expenses

for same

No. 64

United States Consulate General,

Shanghai, August 27 1880

Hon. Charles Payson.

Third assistant Secretary of State,

Washington, D.C.

Sir,

I have had the honor to receive your despatch No. 13 relating to the settlement of my account for expenses incurred in the "Comet Bill" investigation with a copy of an instruction addressed to the United States minister Hon. Angell relating to the same matter inclosed.

It would seem from the wording of this instruction that the Department misapprehends the ground of my complaint against the action of Hon. Seward

The

The instructions referred to were
"Mr. Downes seemed to regard the
request for vouchers as calling his
veracity in question". and "on the
other hand Mr. Downes assumption
that his veracity has been impugned
by the request for vouchers is".

This was not what I undertook.
to complain of at all: for a
demand for vouchers for such
expenses, at the proper time, is
is a most reasonable and proper
one, and had I been requested before
undertaking the business. to furnish
them, I would have returned a voucher
for any cent expended, But Mr.
Malcombe in his instructions to me
said nothing about taking vouchers
he only requested me to keep an
accounts

account of expenses and return the same to him when the amount -- would be promptly paid which I did.

This being the case I informed Hon. Seward when he asked me for vouchers, that it would be an utter impossibility for me to go back and the ground six months after the expenses were incurred and gather vouchers from a hundred different persons to cover all the expenses. I had been out to and no one in China knew this better than Hon. Seward. Yet when I assured him of this, he wrote the Department that he could see no good reason why I could not procure vouchers for these sums. My statement to the Century not withstanding"

"This.

This is the contradiction I complained of. In view of this and the further fact that he asked permission of the Department to pay me only such sums as I should be able to provide him vouchers for, is it strange that I should maintain the claim rather than to have it adjusted by one who like Mr. Seward had prejudged the case. It is animus is apparent when he suggests a statute of limitation to the Department, but one man just than himself should recommend its payment, and I may add here, that had Mr. Seward in his own dealings with his Government as manifested and half the zeal for its pecuniary interests, that he

be done. to have done in this case, the Government would have been much better off. while he no doubt would be correspondingly poore.

Before taking leave of a subject which has been the cause of much annoyance as well as financial embarrassement to me for a year past. I desire to thank the Department sincerely for the fair instructions contained in your dispatch No. 12.

I shall cheerfully communicate with Minister Angell as you suggest. and I have no doubt under his administration the matter will be fairly and equitably adjusted.

I am. Sir.

Your obedient servt.

O. M. Dancy

Consul General

To be submitted to the Secretary upon his return. C.P.

No. 65.] Aug 4, 1880 *United States Consulate General at Shanghai,*

Mr. Denny *Consul General.* *to the State Department,*

Subject:— Tientsin Consulate.

ABSTRACT OF CONTENTS.

Mr. Pethick assigns hands over charge of Consulate to Mr. Dillon French Consul, under instructions of Mr. Seward and declines the secretaryship of the new commission &c

Send to Mr. Tientsin's letters as addressed to the Consulate

No. 65. United States Consulate General,

Shanghai, August 4th 1880.

Hon. Charles. Payson.

Third Assistant Secretary of State,

Washington, D.C.

Sir,

Referring to mine dispatch No. 14, I beg to say, that Mr. Pettrick having resigned that office as I informed the Department, and completed his business arrangements he insisted upon being relieved from all official responsibility at once; notwithstanding my request officially to him to remain nominally in charge of the Consulate until the arrival of Mr. Bourgeois; consequently on the 13th of July, as he has informed.

informed the Department - acting under instructions from Mr. Seward he handed over charge of the Fountain Consulate to B. Dillon Esquire, Consul for France, at that port.

I also informed Mr. Pettick of his appointment as Chief Secretary of the new commission at a salary of $5000. per annum, but this seemed no inducement for him to continue in the service of the Government. To this he replied, that under no circumstances would he accept the post. Mr Argall informed me that this would be a great disappointment to the Commission who had been relying upon his services

Mr.

in the capacity of Secretary —
Desirous of aiding the Commission all I can in the discharge of its important work. I will detach Mr. Wheshire for this purpose if Mr. Angell should so request, and get on the best I can until his services can be dispensed with by the Commissioners.

Dear Sir.

Your obedient servant.

O. M. Mitchel
Brevet General

Copy to Mr. Bailey requesting explanation
Copy to Treasury stating that Mr. Bailey should
be charged with the balance of the estate in the
settlement of his accts, if he has not accounted therefor

No. 66] Aug. 5, 1880 United States Consulate General at Shanghai, a. P.

Mr. Denny, Consul General. to the State Department,

Subject: Estate of King & Co. Canton

DEPARTMENT OF STATE
SEP
16
1880
RECEIVED

ABSTRACT OF CONTENTS.

No funds received from Asst. Bailey
for acct. Estate of King & Co of Canton

Asst. Bailey
acct. 6
to 20 Oct. '80.
to Treasurer

See despatches
112 and 154
from Consul General
Denny.

Inclosure.

No 1. Asst. Bailey's No. 20 to the
Fifth Auditor.

No. 66

United States Consulate General,

Shanghai, August 5th 1878

Hon. Charles Payson

Secretary of State,

Washington D.C.

Sir,

Referring to your dispatch No. 19. with three inclosures relating to a claim against the King estate at Canton, I have the honor to inclose herewith extract from the records of the Consulate and Banks in Shanghai, I gather the following facts in relation to the estate in question.

Mr. Stabel after paying all debts proved against this estate turned over to Mr. Bailey $1534.05 on the 13th day of September 1878.

on

on the 16th. day of the same month the following entries were made in the Consular Ledger: "By draft on Oriental Bank $1534.05 Estate of King & Co of Canton. Sept. 19. 1878. deposited Hong Kong and Shanghai Bank. $1534.05" The record of the Hong Kong and Shanghai Bank shows that Mr. Bailey deposited to his private account on the 19th. of September $1534.05 but nothing to the credit of the Estate of King & Co. The Consular accounts show that this amount was subsequently drawn out by him upon private checks of Mr. Bailey's This course naturally aroused and not only led to a further continuance of the Estate upon the

the records of this Consulate to decide further action in regard to the funds in possession of the late Bailey Succession.

It is evident however that Mr. Bailey intends in this settlement with the Department to account for all this money, but in a manner entirely repugnant to the Statutes in such cases as in his dispatch No. 160 he asks the Department to allow him to apply the funds in hand belonging to this Estate to the payment of his debt from the Consular residence which rent amounted to $1516.42 then in his dispatch No. 20. to the Hon. D. M. Cole wherein he asked to have the funds belonging to
certain.

certain Estates in this Province with
which in his accounts for final
settlement with the Department
a copy of which Document
shall in an item of $ 20.33 be=
=longing to the Estate of King & Co.
which sum added to the $ 1516.42
makes $ 1534.05 the amount
found owing to Mr. Bailey by Mr. Stahl
as belonging to this Estate. which
there no doubt Mr. Bailey has
accounted for in the Settlement
of his Canadian accounts, while
Mr. Stahl such circumstance might attain
by applying to the Court to claim
which he after the Estate in question
all of our Solicitors in such
cases in our Province of Quebec
is empowered to do without
issued

Samuel Gurnett.

Copy.

No. 20.

United States Consulate General
Shanghai.
March. 31st. 1880.

Hon. J. A. Ela.
Fifth Auditor
Washington D.C.

Sir:

I have the honor to transmit herewith a separate account of the following estates, which have been settled up in this Consulate and the annual sums belonging to said estates are now transfered to the Treasury Department at Washington with my accounts to be debited to me in my final settlement with that Department and to be credited to the said estates for the legal representatives thereof viz.

Estate of John Seymans for his widow. Elizabeth Seymans. at Baltimore Md. $ 5496.59
Estate of Christopher Schmidt. " 419.13
" " W. A. Hendricks. " 88.34
" " Miss Sally Orleans. " 419.49
" " King & Co (See dispatch 110) 20.33.
$ 6442.48

I shall sail for the ~~United States~~ via San Francisco not later than the 15th. instant, and shall depart without delay at Washington.

I have the honor to be
Sir,
Your obedient servant
(Sgd) David H. Bailey.
Consul General

File

ack Sept 21

Or Clements

No. 67.] Aug. 5. 1880 *United States Consulate General at Shanghai,*

Mr. Dennys. *Consul General.* *to the State Department,*

Subject:— Post office Agency.

ABSTRACT OF CONTENTS.

Refers to policy to be pursued.

No. 64.

United States Consulate General,

Shanghai, August 5. 1880.

Hon. Charles. Payson.

Third Assistant Secretary of State,

Washington, D.C.

Sir,

Referring to your dispatch No. 24. with enclosure from the Post Master General upon the postal situation at this Agency, in answer I beg to refer you to my previous letters and dispatches addressed to Hon. Blackford Superintendent of Foreign mails, and to the Department of State, as indicating the policy in my judgment now to be pursued towards this branch of the public service.

I am. Sir.

Your obedient servant.

O. N. Denny

Consul General

ack'd Sept 21

Mr Clements

No. 68] Aug. 9th. 1880 *United States Consulate General at Shanghai,*

Mr. Denny *Consul General.* *to the State Department,*

Subject:— Rates recd't Foreign returns 1879

ABSTRACT OF CONTENTS.

No. 68.

United States Consulate General,

Shanghai, August 4th 1880

Hon. Charles. Payson.

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I beg to acknowledge the receipt of two copies of the Foreign Relations for the year 1879.

I am Sir:

Your obedient Servant.

O. N. Denny

Consul General

ack 5 Sept 21

Examine inventory + report.
C. P.
Mr Bloomer

No. 69.] Aug. 4. 1880 United States Consulate General at Shanghai,

Mr. Denny, Consul General. to the State Department,

Subject:— Inventory of Sargent Property at Consulate Shanghai

ABSTRACT OF CONTENTS.

With explanations. why it was incorrect.
as rendered by Mr. Bailey.

Inclosure
No 1. Inventory.

No. 69.

United States Consulate General,

Shanghai, August 4th 1880

Hon. Charles. Payson.

Third assistant Secretary of State,

Washington, D.C.

Sir,

Referring to mine dispatch No. 8. with list of articles belonging to this Consulate not returned in Mr. Bailey's inventory enclosed. I have the honor to inform you that when I took over the Consulate there was much confusion in the office consequent upon Mr. Bailey not being ready. The Court records and those of the Shipping office were so far behind that I had to allow the clerks several days time in which to make up their records and the result shows. they had no interest. whatever

whatever in it.

The inventory — a copy of which was forwarded to the Department — was begun by Mr. Miller who neglected to finish it and Mr. Latham said as Miller had begun it he must finish it; the result was that Mr. Bailey with many other duties on his hands at the same time had to complete it himself. I then handed it over to Mr. Lewis for examination who informed me, that the list was correct so far as reported.

After Mr. Bailey's departure I found upon an examination, that this inventory was incomplete, and I directed that a new one be made out, which was about completed when I received your dispatch.

This inventory which is herewith inclosed

inclosed. Statute is correct in any particular.

"Wheaton's Elements of International Law" cannot be found in the office neither can it be found in any of the law libraries here if such they can be called.

I am, Sir.

Your obedient servant

O. N. Denny

Consul General

Consular office

1 Large safe for ships papers books &c. ✓
32 Record Books. 6" 2 4 1 6 1898 to the 6th
1 Fire proof safe. ✓
1 Desk. pigeon holes and drawers. ✓
1 Small desk on counter. ✓
2 Chairs tables. ✓
1 Revolving chair. ✓
1 Stand up desk. ✓
1 High chair. ✓
1 American cane seat chair. ✓
2 Gas. burners.
1 "
1 Counter.
1 Lot of forms and Stationery.
1 Coal Scuttle.
1 Letter press and stand. ✓
1 Wax seal. "U.S. Consulate Genl". ✓
1 Dry " " " ✓
1 Date stamp " " ✓
1 Call bell. ✓
4 Ink stands. ✓
1 Drop. light.

Postmasters Room.

10 Record books.
1 block.
1 Desk with drawers.
1 Picture "Geo. Washington"
1 small mantle book case.
1 Gas. pendant.
1 " fit for reading.

Waiting room

2 Tables.
1 small mantle book case (drawers)
1 Frame case.
1 Gas pendant.

Post office

2 Tables.
4 Sorting cases.
14 Stamps.
1 Large Iron safe.
2 mail locks for drop letters.
1 Gas. pendant.

4 Gas brackets.
3 Letter scales.

Court room.

1 Platform for Judge and associates (carpeted) ✓
1 Long table on same ✓
1 Desk. (Clerk of court)
1 " (Interpreter)
1 Witness Stand. ✓
1 Prisoners Dock. ✓
1 Table for Reporters
1 " " Lawyers.
1 Map of Asia.
12 American cane seat Chairs. (audience) ✓
3 " " " " (high back) ✓
1 Bible ✓
1 Gas pendant.
1 " bracket.
6 Ink stands. ✓
1 Pair curtains & carriers.

Consular Clerk's room

1 Desk. with drawers. ✓
1 Chair. ✓
1 Pigeon hole case
2 Pendant gas lights.
1 Screen desk. (drawers & pigeon holes) ✓

Clerk of the Court's room

1 Walnut desk. (Drawers)
1 Revolving chair. ✓
2 Stand up. desks. (pigeon holes)
3 Chairs. 4
1 case for books & papers. (five compartments) ✓
1 Letter press and stand ✓
1 Copyist machine 2
3 Paper files.
1 Clock.
1 Fire proof safe.
1 Statistical atlas.
3 Vols. of the census.
Lot of forms blanks & stationery. ✓
1 Ink stand. 2
1 Dampening pot & brush.
1 Dispatch book. (Com. Imports. Fines) ✓

1 Dispatch book (Am. Wills & Estates) now in use ✓
1 Probate Docket
1 " minute book.
1 Civil Docket. ✓
1 " minute book. ✓
1 Criminal " .
1 " Docket.
1 Registr of marriages.
1 " " Deaths.
1 " " Births.
1 " " Citizens.
5 Old Record books.
2 " Dockets. ✓
4 Books. records. Deeds, Mortgages &c. ✓
2 Old books - record Count. Jus. /
1 new book. " " " .
5 Press. Copy books. 3
2 Ballot boxes for Associates. ✓
2 Old Probate Ledgers. /
2 Chit books.
1 Picture centennial buildings.
2 Count seals.
1 Dry seal. "U.S. Consulate General"
1 Set of old broken seals.
1 Gas pendant.
1 " bracket.

1 Book. letters rec. (in use) ✓
1 " " sent. (") ✓

Upper Hall.

1 Hat rack. ✓
2 Door mats. 6 with other
1 Wall calendar. ✓
12 Signs to rooms. (M.S. Council Supt &c).

Interpreters room.

1 Desk with drawers. ✓
1 Table " " .
1 Revolving chair. ✓
4 Maps. ✓
1 Cane seat chair. 2
4 Chinese chairs. ✓
1 Tea tray. ✓
1 Chinese table. ✓
6 Deed books. corresponding deeds. ✓
2 Books. (Chinese letters rec & sent. official
2 " (" " " " " miscellaneous
1 Passport book. ✓

1 Mixed Court Docket. 2
35 Vols. Chinese correspondence (old). ✓
1 letter press & stand pot & brush.
1 Pooking (land measure)
2 Civil books.
1 set shelves for books.
2 Seals.
1 case for writing paper & envelopes &c ✓
1 Chip basket. ✓
1 Gas pendant.

Lower Hall.

1 Battalion board. ✓
1 Coat of arms.
2 Gas pendants.
3 Door mats. ✓
2 Wooden benches. ✓

Consul General's room

3 High back cane seat chairs.
2 Morocco cained easy chairs.
1 Revolving chair.
1 Tea tray.
1 Mahogany desk and drawers.

1 Table (green cloth cover)
1 Gas pendant.
1 Gas jet for reading.
2 Cases for books & records. (Shaw & Cumpston made)
1 Stationary case with drawers.
2 Sets shelves for books.
1 Chip basket.
2 Pictures. Centennial buildings.
1 Picture (Mess. Hayes & Wheeler)
1 Day seal (U.S. Consulate Seal)
1 Date stamp.
1 Double brass inkstand.
1 Dispatch basket.
1 Case for paper envelopes &c.
1 Date tablet.

Books.

1 Lot of old pamphlets, Customs returns &c. ✓
23 Howard's Reports. ✓
2 Blacks. " . ✓
1 U.S. Revenue Laws.
1 Elliot's Diplomatic code. ✓
1 Revised Statutes 1873-5. ✓
1 " " 1878. 2d. Edition.
14 Wallace's Reports ✓
1 California Code. ✓
2 Civil Code of California. ✓
2 Political " " " . ✓
2 Civil Procedure " . ✓
1 Penal Code " . ✓
1 Deady's Reports. ✓
1 U.S. Court Reports (Sawyer) ✓
2 Chitty's Blackstone. ✓
9 Opinions of Attorney General. ✓
14 Encyclopedia Americana. ✓
1 British Merchant Shipping act.
1 Treaties, decrees and regulations.
3 U.S. Consular Court regulations. ✓
1 Treaties between China & foreign powers.
1 Chitty on Contracts. ✓
80 Vols. Correspondence (Rec'd.) ✓
6 " Journ. 118. & 119. (old) ✓

24 Vols. Correspondence (cont) ✓
1 " . 8th. Census of the United States. ✓
1 " . 9 " " " " " " ✓
4 " . Patent office Reports.
14 " . Agricultural " . ✓
List of unbound Statutes at Large.
3 U.S. Consular Manual. 1868.
1 " 1863.
2 Charts VIII Coast of China.
1 Chart. Harbor of Shanghai.
4 Vols. Kents Commentaries ✓
1 " . Benedicts Admiralty. ✓
1 " . Customs Regulations 1874. ✓
1 " . Treaties & Commerce bet. U.S. & other Powers. ✓
1 " . Missouri Law book. ✓
1 " . Law reports Crown cases.
1 " . Labor in Europe.
1 " . Digest opinions Atty. Genl. ✓
1 " . Bankrupt Law (James)
1 " . Parsons Law of Principal & Agent. ✓
1 " . China. 1853. to 1859.
1 " . French & English dictionary. ✓
2 " . Webster's dictionary. ✓
1 " . Law book. Pacific coast. ✓
1 " . Watts Insurance. ✓
1 " . Laws U.S. Navy & Marine Corps. ✓

1 Val. New Clerk's assistant. ✓
1 " Law of shipping.
1 " Gould's Pleadings. ✓
1 " Abbat on shipping. ✓
3 " Story on Constitution. ✓
2 " " " Contracts. ✓
3 " Greenleaf on evidence. ✓
2 " Bishop's Criminal Law. ✓
1 " Rules Practice U.S. Circuit Ct. California.
2 " Parsons on Contracts.
2 " Cranch's Reports. ✓
1 " Hall's Digest. ✓
2 " Brightly's " . ✓
1 " " Federal Digest. ✓
2 " Forms and use of Blanks.
2 " Bouvier's Law dictionary. ✓
1 " Prize Cases New York. ✓
1 " Commercial Digest. ✓
2 " Parsons Maritime Law. ✓
1 " Story on Agency. ✓
1 " Jacobsen's Sea Laws. ✓
2 " Story's equity jurisprudence. ✓
1 " China & compulsory enlistment.
42 " Annals of Congress. ✓
1 " Rights & duties of Merchant Seamen ✓
2 " Budgett and News Letter

4. Vols. "Celestial Empire".
6. " . "Supreme Court & Consular Gazette"
21 " . North China Herald. 15
32 " . Commercial Regulations ✓
13 " . Foreign Relations . ✓
139 " . Diplomatic correspondence . ✓
1 " . Marryatt's Signal code
2 " . Consular regulations 1874. /
1 " . " " 1870
5 " . Treaty of Washington ✓
1 " . Andrus Colonial & Lake trade. ✓
2 " . Postal Laws. /
8 " . Mineral resources.
1 " . Supts. Import duties. ✓
1 " . Condensed rept cases. U.S. Sup. Ct.
1 " . Mineral productions. ✓
6. " . U.S. official reports.
2 " . Reports Post Master General.
" " . Register Dept. of State.
1 " . Mr Salmi on Constitution
5 " . Presidents message.
5 " . Finance Reports.
1 " . Signal office Reports.
1 " . Rept-Commis of Land office
1 " . National Almanac.
1 Lot of Sundry unbound pamphlets.

1	Message Yearly Andrus.
1	Vol. Rept. Municipal Council.
2	" " Ch. Bureau of Statistics.
1	" Chinese Recueil.
1	" Shanghai Almanac & Miscellany.
1	" Monuments de Paris.
1	" National education society.
18	" Statutes at Large (Shanghai).
2	" U.S. Navy Register
1	" Rept. Light-House Board.
3	" " Secty. of War.
1	" " " " Navy.
5	" " Past masters Yearly.
1	" Assination of A. Lincoln.
1	" Trial J. B. Surratt.
3	" U.S. Tariff.
2	" Chit books.
1	" Import duties.
2	" Inorganic tariffs
1	" Government Salary statute.
1	" Hong Kong Directory.
1	" San Francisco "
16	" Statutes at Large (Bookcase)

Jail.

Book. House ✓

1 Small cooking stove (very old) ✓
1 Meat safe.
3 Small tables. 2
3 Old seats. (useless) ✓
Lot of cooking utensils (old)
1 Axe
1 Hatchet.
2 wooden buckets. ✓

Yard ✓

1 Water Range. ✓
1 " Settee. ✓

Outer Hall.

1 Hanging Lamps. ✓
2 wooden Forms.
1 Stove + piping (very old) ✓
1 Book case glass doors. about 50 books. ✓

Bill no. 1.

1 Bedstead. ✓
1 Bed.
2 Blankets. ✓

Bill no. 2

12 Old Blankets. ✓
8 Japanese mats.

Bill no. 3.

1 Bedstead. ✓

Bill no. 4.

1 Bedstead. ✓

Bill no. 5.

1 Bedstead ✓

Cell no. 6.
Stair room.

1	Canister for tea		✓
1	" " coffee.		✓
6	Bed ticks not filled.		
3	Single blocks.		
1	Snatch block.		
1	Double "		
1	Watering pot.		
1	Beam scale.		
5	Ensigns.	(old)	✓
1	Pennant.		✓
8	Paths. new rope.		✓
1	Paint brush		
1	Mail bag.		✓
1	Mast rope.	(old)	✓

Bath room.

1	Washing table + stand	✓
1	Wooden form.	

Upper Hall.

1 Door mat.
1 Roll matting.
1 block. ✓
11 Hand irons. 19
1 Pair shackles.
3 Leg irons. 7
1 set of keys for cells with duplicates. ✓

Cell No. 4.

1 Bedstead. ✓
1 arm chair.

Cell No. 8.

1 Bedstead ✓

Cell No. 9.

1 Bedstead ✓
✓

Hall No. 10.

1 Bedstead ✓
1 arm chair.

Garrison

1 Washing table.
1 Chair.
1 Stove & piping. ✓

Stores.

3 Stores belonging to office ✓
1 Worn out gasburner. ✓

U.S. Consulate General
Shanghai. August 3. 1880.

O. N. Denny
Consul General

Ack + file-duplicate of Mr. Pagan
to G. Oct 4 1880

Ack. Sept. 21/80.

No. 40] Aug. 10 1880 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department,

Subject:— Newchwang Consulate

ABSTRACT OF CONTENTS.

Report of Bankruptcy of Messrs.
Knight Bandinell & Co.

Inclosures.

No. 1. Report proceedings in British
Bankruptcy Court of Messrs
Knight Bandinell & Co.

No. 90. United States Consulate General,

Shanghai, August 10th 1880.

Hon. Charles. Payson.

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I inclose herewith a report of proceedings in the British Bankrupt Court in the case of Knight Bandinell & Co. of Newchwang. recently had at Shanghai, from which it would seem that if either Knight or Bandinell cannot manage the Consular business of the Government any better or more honestly than this case shows. they have managed private business entrusted to them by others. the sooner the

the Government claims Com. Rodgers
of the office of United States Consul
the letter.

Com. His
Your obedient
O. M. Spencer
Consul General

cracks, right from apex to base, varying in width in some places about one foot and others an inch; the street beside it is very narrow, and one's blood runs cold to think of the havoc it would have made, had it fallen on the houses beside it—it stands yet its whole height, though most of the other towers have come down, and the centre dome of some of the churches also. A high mass was celebrated in the open air, attended by thousands of terrified natives and Europeans, all the regiments, and the whole of the religious corporations being present. The Archbishop officiated; it was really a most impressive ceremony; after the mass, a short but eloquent sermon was preached, the exhortations of the preacher touching some of his hearers so much as to cause a free flow of tears, and some ladies were carried off the ground in a fainting condition, so vividly painted were his descriptions of the various calamities caused by the phenomena we all witnessed more or less unfortunately. It is heartrending to see the panic that every shock strikes into the hearts of every one, where there is a large family of small children—the adult members all rushing out into the open air, some with one and others with two and three children picked up hurriedly by their clothes, anyhow, and carried away into hoped-for safety—the poor wee ones crying and ladies shrieking, the men unnerved and fearing every step but takes them into danger. It is a trial to one's feelings, and the bravest of us seem to lose our strength and presence of mind.

Surrounded on all sides by wreck, ruin, and desolation, to a thoughtful mind the idea of recovering the lost equilibrium, both moral and material, seems hardly to suggest itself, but on the contrary, an involuntary inclination towards looking for further disasters makes itself predominant, and to prepare for them only gives us energy enough to move about and secure what little we have left us to save. To leave one's wife and little ones, if but only for a short time, is a painful task, and the moment one has to spare, you rush back to them, only to find terror and fright still overpowering them. This makes us unfit for our daily duties, and tends to incline our thoughts but to the dark side of our position, and in utter helplessness to await the will of God.

I have just heard that a great portion of the district La Infanta has disappeared, and mountains that were, are now quite flat plains; some speak of a small *pueblo* having sunk underground, but this requires confirmation. Last earthquake felt this a.m. about 6 o'clock, not very intense, but movement undulating. £800,000 worth of galvanised iron has been ordered from home. Losses estimated, including provinces, up to date, roughly calculated over twenty millions dollars. The sismometer up to this hour (10 a.m.) has shewn since the 18th 54 shocks; five heavy ones; remainder slight and some scarcely perceptible. None have been felt up to the north of Luzon.

A volcano behind Los Banos that had been extinct for many years past has broken out anew and is burning actively—the *pueblos* at its base have all been evacuated, the majority of the inhabitants taking to the lake. I sincerely hope I have given you the last of the horrors we are surrounded by, and trust my next will be more satisfactory information. I cannot close without saying that from the Governor-General down, all the authorities have done everything that could be expected under such painful circumstances, and we all trust that the energetic measures he has initiated will be followed with others equally so, in everything tending to the general weal and safety.—*China Mail Cor.*

Manila, 27th July.

Law Reports.

H.M.'s SUPREME COURT.

Shanghai, 2nd August.

Before Geo. French, Esq., *Chief Justice.*

In Bankruptcy.

Re J. J. F. Bandinel.

Mr. R. E. Wainewright appeared for the debtor.

Mr. W. V. Drummond appeared on behalf of creditors.

This case was before the Court in a preliminary way on the 29th July, and was adjourned until to-day. The debtor is a merchant and commission agent at Newchwang, trading under the style or firm of Knight, Bandinel and Co., and he has petitioned the Court for the liquidation of his affairs by arrangement. Against him, Messrs. Reid, Evans and Co., one of his creditors, has since instituted proceedings on a debtor's summons. The case came before the Court on a motion by the debtor for the proceedings on the debtor's summons to be stayed until after the 8th November next, the day fixed for the first meeting of his creditors.

In support of the motion the debtor filed the following affidavit:—

In the matter of proceedings for liquidation by arrangement or composition with creditors instituted by James Julius Frederick Bandinel of Newchwang, in the Empire of China, Merchant and Commission Agent, trading at Newchwang aforesaid under the style or firm of Knight, Bandinel and Company.

And in the matter of a debtor's summons to the said James Julius Frederick Bandinel sued out on behalf of Messrs. Reid, Evans and Company on the 17th day of July, 1880.

I, the above-named James Julius Frederick Bandinel, of Newchwang, in the Empire of China, but at present residing in Shanghai, Merchant, make oath and say as follows:—

1.—On the sixteenth day of July instant, I filed in this honourable Court a petition for the liquidation of my affairs by arrangement or composition with my creditors, and the first general meeting of my said creditors in the liquidation has been summoned to be held in Shanghai, on the eighth day of November next, and notices to that effect have been forwarded to my several creditors, and an advertisement of the said meeting, in accordance with the terms of the above-mentioned Act, has been inserted in the *North-China Daily News*, and has been forwarded to England for insertion in the *London Gazette*.

2.—On the seventeenth day of July instant, I was served with a debtor's summons sued out under the said Act for Messrs. Reid, Evans and Company of Shanghai, and I am informed and believe that the said Messrs. Reid, Evans and Company intend to make use of the said summons, for the purpose of having me adjudicated a bankrupt.

3.—To the best of my knowledge, information and belief, my creditors will not gain any advantage by my being adjudicated a bankrupt. I have already given to my creditors all material information in my power with regard to my affairs, and my assets (which are small) can be as efficiently protected and realised under proceedings for liquidation as under a bankruptcy.

The above-named James Julius Frederick Bandinel moves that all proceedings upon or in relation to the above-mentioned debtor's summons may be stayed until after the 8th day of November next. Dated this 23rd day of July, 1880.

The following affidavit was filed in opposition to the motion:—

In the matter of proceedings for liquidation by arrangement or composition with creditors, instituted by James Julius Frederick Bandinel, of Newchwang, in the Empire of China, Merchant and Commission Agent, carrying on business at Newchwang aforesaid under the style or firm of Knight, Bandinel and Company.

And in the matter of a debtor's summons to the said James Julius Frederick Bandinel sued out on behalf of Messieurs Reid, Evans and Company, on the seventeenth day of July, 1880.

I, Edward Ogilvie Arbuthnot, a partner in the said firm of Reid, Evans and Company, make oath and say:—

1st.—That on or about the 25th day of June last, I received a letter in the words, and figures following, that is to say:—

Per steamship *Pechili*.

Newchwang, 19th June, 1880.

Messrs. Reid, Evans & Co.
Shanghai.

Gentlemen,—Owing to the recent universal depression of trade, aggravated at this port by official interference with commercial usages, we find ourselves in such a position that we feel we should not be justified in hesitating to lay the state of our affairs before our creditors, for though, perhaps, we could by one means and another contrive to keep on for another year without doing so, the result then might be more disastrous for all concerned, although we shall in the meantime reduce our staff to the lowest point possible without attracting the notice of our neighbours and others.

Briefly then our financial position is nearly as follows:—

Liabilities.

	Tls.
Mrs. Julia Bandinel, England	8,673.12
Yangtsze Insurance Association, S'hai.	3,091.03
Messrs. Fearon, Low & Co.	2,417.34
Dr. James Watson, Newchwang.....	2,000.00
Messrs. Holliday, Wise & Co., S'hai.	1,468.65
Messrs. Reid, Evans & Co., Shanghai	1,384.32
Messrs. Cornabé & Co., Chefoo	322.06

Assets.

About Tls. 1,000, including Tls. 200 due from our compradore. The cargo in our godown is all on consignment, except about $60 worth of tea. Our furniture is pledged to the Hongkong and Shanghai Bank, as part security for an advance on skins made some time ago; and the writer's Life Insurance policy is similarly deposited as security for the loan obtained from Dr. Watson; our only realisable assets being therefore about Tls. 500 worth of stores, &c., and the effects of Mr. and Mrs. Bandinel.

We have not intended to overtrade or use others' money, the best proof of which, and that we had full confidence in the success of our business is that the writer, only last autumn, invested in the business £1,200 private money. We have sold on credit and could not get in payments in proper time; meantime business fell away rather than kept to its usual standard or improved while expenses went on the same as usual; our jetties promise to pay fairly well and the increased skin and silk trade of the port, in which as yet Chinese do not much interfere, offers other chances for the future.

An inspection of our books cannot fail to convince you that the utmost economy has prevailed in our management, and that all monies received by the writer, even from non-commercial sources, and Home remittances as well, have been thrown into the business, in the hope of keeping on until the return of better times.

Were there any immediate prospect of a revival of our import trade this season, we would not have laid our affairs before you. As matters now stand we consider that, with a close reduction of expenditure, the current expenses of the firm may be met from Consular and Wharfage and Godown receipts (especially as our rent is paid to the first of May next, and we have stores enough to last beyond that date) and that our commissions on charters, steamers to our consignment, and export orders will increase hereafter until we can make payments—over interest—on account.

We beg leave to suggest then the following arrangement, if not objectionable to your good selves, viz:—that you permit Mr. Bandinel to carry on the business until November 1881, at any rate, under the name, to avoid any misconception, of Bandinel and Co., he giving you a promissory note in Bandinel and Co.'s name for the amount due, and making you, as before intimated, payment from time to time, in the way of interest and in reduction of the debt.

The writer hopes you will accede to this request and permit the firm to continue on for the period named, with the sole view of paying the China liabilities; for he has a family to support, and every incentive in life to be successful in the future; and the interval may bring a successful trade, *if publicity is not given to our condition.*

We beg leave to enclose copy of our account current with your good selves and to mention

that we are writing to our other China creditors in similar terms.

Regretting equally with your good selves, the unfortunate position in which we are placed, and soliciting your favourable consideration of our proposal,

We are, Gentlemen,
Very respectfully,
Your obedient servants,
(Signed) KNIGHT, BANDINEL & Co.

Mr. Bandinel will write privately by *El Dorado*, to leave in three days.

(Signed) K., B. & Co.
1880.
(Signed) KNIGHT, BANDINEL & Co.

2nd.—That shortly afterwards the said James Julius Frederick Bandinel came to Shanghai, and has on more than one occasion been to see me, but has never asked whether I would consent to proceedings for liquidation by arrangement, and has never made any offer of settlement.

3rd.—That I believe that the petition of the said James Julius Frederick Bandinel for liquidation has been filed solely for the purpose of delay, and I also believe that it was filed only in consequence of the belief of the said James Julius Frederick Bandinel that I was about to institute proceedings in bankruptcy against him.

4th.—That I am not willing that the affairs of the said James Julius Frederick Bandinel should be liquidated by arrangement.

5th.—That I have enquired of the representatives in Shanghai of several of the other creditors, to wit: the Agents of the "Yangtsze Insurance Association," Messrs. Fearon, Low and Company, and Messrs. Holliday, Wise and Company, and that none of them are willing to consent to the said liquidation by arrangement.

Mr. WAINEWRIGHT, at the first hearing, explained that the debtor filed his petition for the liquidation of his affairs on the 16th July, and that the debtor's summons was issued the following day. He maintained that the Court had no discretion but to grant the application he asked for, and argued that the estate of the debtor would be more profitably realised under a liquidation by arrangement than by proceedings in bankruptcy.

Mr. DRUMMOND, in opposing the motion, urged that the debtor had not attempted to come to a settlement with his creditors, and contended that there was no proof that the creditors desired liquidation. On the contrary, he maintained that the creditors preferred that the estate should go into bankruptcy, which could be well understood when the liabilities were put down at Tls. 22,000 and the assets at Tls. 500. Moreover, a receiver had not been appointed, and if the motion were granted the estate would remain in the hands of the debtor to do what he liked with it until the 8th November next.

The hearing of the motion was adjourned on Thursday, and on the resumption of the proceedings this morning it was explained that a receiver was appointed on Saturday on the application of the debtor.

Mr. DRUMMOND had not previously heard of this appointment, and he said it would perhaps be necessary for him to apply for an adjournment to take steps to have it set aside. The person who had been appointed receiver resided in Newchwang. He preferred that a Shanghai resident should have the appointment, and he contended the appointment should be made by the creditors and not by the debtor. As it was, the creditors had not had notice of the appointment, which was made behind their backs, neither had the person appointed signified his willingness in writing to act, which he maintained was necessary before the appointment was valid.

Mr. WAINEWRIGHT argued that the debtor was entitled to make the appointment, and maintained that the gentleman selected was a most fit and proper person to act. He referred to Mr. Salaman's text book in support of his contention.

Mr. DRUMMOND thought his Lordship would not act on the authority of an obscure text-book writer.

His LORDSHIP did not remember the book in question.

Mr. WAINEWRIGHT replied that the Registrar of the Court had used it frequently, and other gentlemen in the profession had done likewise.

His LORDSHIP was under the impression that the written consent of a person to act as receiver was necessary, and cited the case of *re* Davis, 21 *Law Times*, new series, page 685. He asked Mr. Drummond if his client would accept the position of receiver.

Mr. DRUMMOND did not think his client ought to be asked to take the appointment. The receiver should be a disinterested party.

Mr. WAINEWRIGHT thought any creditor might act as receiver.

His LORDSHIP said it sometimes happened that half-a-dozen persons scrambled to get into the office of receiver. He supposed the difficulty here was—who was to pay him?

Mr. DRUMMOND replied that if it were a good estate, no doubt plenty of receivers would be forthcoming; but in the present instance, he did not see the desirability or necessity of a receiver at all. The creditors wished for adjudication in bankruptcy. The Registrar would then act as trustee, and would be able to make a better realisation of the estate for the creditors than the debtor or a receiver could.

Mr. WAINEWRIGHT inferred that his learned friend had an idea that he could get at somebody else.

His LORDSHIP—Who, I suppose, you say is a ghost.

Mr. WAINEWRIGHT—Not a ghost, but he is not amenable to your Lordship's jurisdiction.

Mr. DRUMMOND characterised this as a pleasant flight of imagination on the part of his learned friend. The creditors simply desired for the estate to be wound up in bankruptcy and liquidated by arrangement, and he contended that under the authority of the case of *re* Davis the appointment of the receiver was invalid, because he had not accepted the appointment in writing, and, moreover, the debtor could not make the appointment; it rested with the petitioning creditors. He repeated that it would be better for all the parties concerned for the estate to be adjudicated in bankruptcy.

Mr. WAINEWRIGHT could not understand all this hostility to liquidation. It was unprecedented, surpassing even the case of Mr. Hogg. In one breath his learned friend said there was no estate at all, then in the next he wanted a trustee to look after it, —and also enlarged on the benefits that would accrue if a trustee were appointed instead of a receiver. He failed to see how it could be so. A receiver was an officer of the Court, and responsible to the Court for everything that he did. The arguments of his learned friend were not *bona fide*, and entirely failed to show how the estate would be better protected by a trustee than by a receiver.

Mr. DRUMMOND pointed out that the difference between a trustee and receiver was simply this. If the appointment of receiver were held to be valid, the estate would virtually remain in the hands of the debtor until the meeting of creditors in November, whereas if the debtor were made bankrupt and the Registrar appointed trustee, the estate would at once pass into the hands of the Court. He should like to have time to consider whether he would not move a motion to set aside the appointment of a receiver if his Lordship was not already satisfied the appointment was worthless.

His LORDSHIP said it was a point he should like to look into.

For this purpose the Court adjourned until 2 p.m. the next day.

3rd August.

The hearing of this case, adjourned from the previous day, was resumed at 2 p.m. to-day.

On the last adjournment, it was understood that the appointment of receiver would be considered, and, if necessary, again argued when the Court re-assembled, but it was decided the the debtor should now be examined, as Mr. Wainewright had expressed his willingness to call him.

JAMES JULIUS FREDERICK BANDINEL, deposed—I am the debtor in this matter and have filed a petition for liquidation.

Mr. WAINEWRIGHT—I am going to ask the debtor to name his creditors. He has not sworn to them, but the list has been filed, and it would perhaps be the shortest way for the list to be produced.

The list was produced, and the debtor, speaking from it, said—The debts in my books are in Newchwang taels, but the list is made out in Shanghai taels. The amounts in the list are approximately correct, as taken from my books. The second item on the list is not correct. It purports to be a debt for 500 Tls. to Mr. E. Bryant. He verbally told me to draw on him for Tls. 500, and he afterwards told me that I had misunderstood him. I drew on him but he did not accept the bill; therefore he is not a creditor for the amount of Tls. 500. He was a clerk in my employ, and since I presented my petition for liquidation, he has sent in a claim for $340 odd.

Mr. WAINEWRIGHT pointed out that this was a claim in consequence of Mr. Bryant's engagement having been broken by the debtor filing his petition for liquidation. Mr. Bryant would probably be thrown out of employment, and he had presented a claim for damages.

The Debtor continued—All the other items are practically correct. I have reason to suppose they are all friendly creditors. The first on the list is Dr. Watson of Newchwang. I showed him the letter I sent to Mr. Arbuthnot, and he said he would lend me a few hundred taels if I required them, and that I and my family were at liberty to make his house our home. He also told me that he hoped my creditors would accept the proposal in my letter, and allow me to continue in business. As regards his preference for liquidation or bankruptcy in regard to my affairs, I know nothing, because I was not aware these proceedings would be taken when I left Newchwang. I think, however, that he would be favourable to any course I thought it would be best for me to take. The next name on the list is that of Messrs. Cornabé and Co., who are creditors for Tls. 300 odd. I sent them an identical letter to that I sent to Mr. Arbuthnot, and when I left Newchwang I had not received a reply. My clerk, however, has since written me saying that an amiable reply had been received. I have no reason to believe that they are unfriendly creditors. Mrs. Bandinel, my mother, is my next creditor, and I am morally certain she is not unfriendly to me. The next one is my father, and I have always been on good terms with him. The money owing to my mother was advanced at two different times. The first sum of £1,000 was advanced in the summer of 1876, and I was to pay interest on it.

His LORDSHIP—Is she down among your creditors?

Mr. WAINEWRIGHT—Mrs. Bandinel is the largest individual creditor, and her claim is about Tls. 9,000.

Debtor continued—Her claim is made up of two sums, both of which were lent on interest, and both were to be repaid. I have written privately to both my father and mother, and also to my solicitor with reference to my present position of affairs. In the letter I wrote to my creditors, I said that the Hongkong and Shanghai Bank held my furniture as security for an advance, but I am now told it is not a good security, which will make a difference in my assets to the amount of about Tls. 1,080. I am advised that the Bank cannot hold this security as against the general body of creditors. The Bank sent me a printed hypothecation form with a kind of promissory note on the other side, and I filled it in.

Mr. WAINEWRIGHT—And the Bank did not get it registered as a bill of sale or secured in any way, therefore the creditors will be better off than was supposed by Mr. Bandinel.

His LORDSHIP—The Bank acted with their usual spirit of accommodation.

Mr. DRUMMOND—That is a much pleasanter way to put it.

Debtor—The affidavit filed by me on the 30th July contains a corrected estimate of my assets, and the estimate therein made is more favourable to my creditors than the original estimate, arising from the fact that as I am at present advised the Hongkong and Shanghai Bank is an unsecured creditor, whereas I put it down as a secured creditor.

Mr. WAINEWRIGHT—Is any other person liable for any of your indebtedness?

A.—Mr. F. P. Knight is liable according to our agreement for between Tls. 1,600 and Tls. 1,700.

Q.—Give us what you consider to be his full liability.

A.—Mr. Knight is liable to me or my firm for between Tls. 1,600 and Tls. 1,700, and being a partner with me at the time certain

debts were incurred, he is jointly liable to the persons to whom those debts were incurred amounting to between Tls. 4,000 and Tls. 5,000. Those debts are to Messrs Fearon, Low and Co., Tls. 2,539.36; and to Messrs. Holliday, Wise and Co., about Tls. 1,500.

His Lordship—Is Mr. Knight liable for the whole amount?

Debtor—He is conjointly liable with me. He has never denied his liability, and is endeavouring to raise the money.

Mr. Wainewright—Is he liable for any other portion of your indebtedness?

A.—He is also conjointly liable with me to Dr. Watson, and also to the Hongkong and Shanghai Bank.

Q.—That is, if there is a liability to the Hongkong and Shanghai Bank?

A.—I mean we individually signed the document on which the money was advanced.

Mr. Wainewright—That is, Mr. F. P. Knight is conjointly liable with you for Tls. 6,509 in round figures, debts due to Messrs. Fearon, Low and Co., Messrs. Holliday, Wise and Co., and Dr. Watson.

Debtor continued—Mr. Knight dissolved partnership with me about 17th September, 1879. It was stated in the advertisement announcing the dissolution that Mr. Knight's interest and responsibility ceased from the 1st May, 1879. The advertisement appeared in September, but his interest and responsibility ceased on the 1st May, 1879. I have not the articles of the partnership here. I did not anticipate, when I left Newchwang, that the creditors would force me to take these proceedings.

By His Lordship—Messrs. Fearon, Low & Co.'s debt was incurred principally about June, 1879. At the time I dissolved partnership with Mr. Knight, I sent a letter to the *North-China Daily News* office with instructions for it to be printed and circulated among my correspondents. I had twelve creditors altogether. I do not mean to say that I was too busily occupied to write to my creditors myself, but I did not write to them. I know they got notice of the dissolution of partnership, because I have had letters addressed to the new firm since, that is, the firm of Knight, Bandinel & Co. Previous to September, 1879, the style of the firm was Knight & Co., since that time it has been Knight, Bandinel & Co.

Mr. Drummond explained that Mr. Knight admitted his liability.

By Mr. Wainewright—After I sent the letter to my Shanghai creditors, I came to Shanghai myself. I arrived on the 8th July. I came in consequence of a joint letter I received from my creditors. After I arrived, I saw three of them—Messrs. Fearon, Low & Co., Messrs. Reid, Evans & Co., and Messrs. Russell & Co. I had no particular reason for not seeing Messrs. Holliday, Wise & Co. I understood that there was to be a meeting of the creditors and that I should be asked to attend. Mr. Fearon told me this. I stayed with Mr. Knight. We often talked over our affairs together and Mr. Knight told me that he had seen Messrs. Holliday, Wise and Co. on different occasions. I only know, however, what he told me, and I gathered that Mr. Knight had offered them his note of hand to pay them in a certain time for the firm's indebtedness. I saw a letter from Messrs. Holliday, Wise and Co., and they told him they should hold him personally responsible unless he gave a satisfactory explanation, and if they had contemplated legal proceedings they should take them, but they did not say whether they had or not, and finally they declined to take his note of hand. I do not remember the date of the letter. I made suggestions, or a tentative proposal, to Messrs. Reid, Evans & Co. to settle their claim; I made a definite proposal to Messrs. Russell & Co. It was something to this effect; that if they would allow me time, I could pay them, by reducing my staff and expenses, and with the assistance I might get from my friends. I said I did not think I could pay them at once, but I might be able to do so. I also told them that Mr. Knight did not deny his liability for certain of the debts, which would be a great assistance to me; then they caught me up, and said if Mr. Knight would pay all his liabilities, I should be able to pay all mine, and therefore my proposition had no reason in it. Mr. Knight acknowledging his liability made it easier for me to obtain money from my friends, if my creditors had accepted my proposal. The reason for instituting proceedings for liquidation was to enable me to communicate with my friends at Home; to allow me to earn some money between now and the 8th November; and I did not suppose bankruptcy would be better than liquidation, because I should be idle instead of working. Besides, liquidation would give Mr. Knight time to get the money he hoped to get, and then if he were successful I could make all the local creditors in connection with it a reasonable offer. These were the chief reasons why I preferred liquidation. Another is that I receive a certain amount of money as Consular fees, and if I am made a bankrupt I may probably lose them; if I am not, it is certain that I shall keep them. I am Vice-Consul in charge for the United States and Germany, I am Consul for the Netherlands, and Consular Agent for Japan. I estimate my emoluments from these various sources, after deducting all necessary expenses, at Tls. 750 a year, and I am afraid I should lose them if made a bankrupt. In the autumn there is a good deal of shipping business doing at Newchwang, and I am Agent for Lapraik's and Siemssen's steamers. I should get all the German steamers going there, and I have several personal friends among the other captains. I have also a Chinese connexion which might, or might not, bring me some business. If my affairs go into liquidation instead of bankruptcy, I estimate that I could net Tls. 700 between now and the 8th November, which sum would be available for my creditors. I am a married man and have two children. My family live at Newchwang, and they have no other means of support except what I provide for them.

The debtor was then cross-examined by Mr. Drummond.

Mr. Drummond—You said, Mr. Bandinel, in answer to Mr. Wainewright, with regard to Dr. Watson, that he was a friendly creditor, that you believed he would follow your wishes, and so on. Did he know, or does he now know, anything definitely of the state of your affairs?

Debtor—He did know, and does know now. He saw the letter which I sent to the creditors, and which appears in Mr. Arbuthnot's affidavit.

Q.—And had he any further knowledge regarding your affairs?

A.—I have written him since I came to Shanghai, that my creditors here were anxious to make me a bankrupt. He knew as much as I did myself before I came here.

His Lordship—Have you received a reply to your letter?

A.—There has not been time for me to have a reply. I wrote last Saturday, I think it was, asking him if he preferred liquidation to bankruptcy, and to write and tell me at once.

Mr. Drummond—Did you enter into partnership originally with Mr. Knight in May, 1876?

A.—I believe we actually signed the articles of partnership in May, but the partnership dated from April.

Q.—At the time you entered into partnership with Knight & Co., was not the firm insolvent?

A.—When I joined the firm, it was in debt to the extent of several thousand taels, fully Tls. 7,000 or 8,000; quite that, I should think.

Q.—And the partnership continued until September, 1879?

A.—Some time in September, 1879.

Q.—And the books, I suppose, were made up showing the state of affairs up to that time?

A.—The books were always written up to date.

His Lordship—Don't you know the actual date when the partnership ceased?

A.—I don't remember exactly.

Mr. Wainewright observed that this was not a public examination of the debtor, and that he did not know that these proceedings would be taken, when he (Mr. Bandinel) left Newchwang. Dates would be given if he was made a bankrupt at his public examination.

Mr. Drummond—September will suit my purpose. At that time, when Mr. Knight left the firm, was not the firm then insolvent to the extent of Tls. 17,000 or Tls. 18,000?

A.—Yes, if you take all the liabilities.

Q.—From the commencement of the partnership to the end of it you paid into the firm, I believe, capital to the extent of £1,000?

A.—I paid £1,000 when I joined the firm in 1876.

His Lordship—How did you pay it?

A.—My father sent it out from Home, and it was paid in to the credit of the firm.

Mr. Drummond—Since the time of dissolving your partnership with Mr. Knight in September, have you paid any more money into the firm?

A.—I cannot answer that directly; I must explain. I wrote Home and got £1,000 lent me by my mother which was put into the firm, but it was not my money; it was lent to the firm through me.

Q.—How much did Mr. Knight put into the firm during that time?

A.—£1,000.

Q.—When was that?

A.—The end of 1877.

Q.—That £1,000, I believe, was sent from Home?

A.—Yes.

Q.—Has Mr. Knight paid anything more since then?

A.—No, nothing up to the time he left the firm.

Q.—How much was Mr. Knight indebted to the firm, do you consider, when he was advertised out of it in September?

A.—I think it was about Tls. 5,900, that is, speaking from memory.

Q.—You consider he was indebted to the firm Tls. 5,900 when he left it?

A.—Yes.

Q.—Were you aware of the indebtedness of the firm when you joined it?

A.—I was.

Q.—Did you take any steps to get the money from Mr. Knight, when he advertised himself out of it?

A.—I wrote to him when the question of our separating was under consideration, and I recommended that before we separated we should go into particulars and see what each was liable for, and try to meet it. He wrote me that he was very busy, that he could not go into particulars then, and said that he was both morally and legally liable, which he could not repudiate, and asked me to finally advertise him out of the firm, and I did so.

Q.—You took no other steps for him to pay his liability beyond that?

A.—That is all I did.

Q.—Was this letter (the one set out in Mr. Arbuthnot's affidavit) drawn up by him?

A.—No. He saw it, and made an alteration in one of the sentences. It was no material alteration.

Q.—Now the debts owing by the firm to the creditors in Shanghai arose out of, I believe, non-remitting the proceeds of goods sent to you for sale on consignment?

A.—Yes, a portion of them.

Q.—All except Russell's?

A.—Yes.

Q.—And the debt of Russell's was on account of premia collected for the Yangtsze Insurance Association by the firm, and not remitted?

A.—Yes.

His Lordship—The goods sent to you on consignment were sold, the proceeds received, and appropriated by you and Knight?

A.—Yes, I suppose that is it. The proceeds were received and not remitted.

His Lordship—The goods were sold, the proceeds received, and appropriated by you or Knight, or the partnership, or for partnership purposes?

Mr. Drummond—The partnership or individual purposes.

His Lordship—Is that so, or is it not?

The Debtor—Yes, that is so.

Mr. Drummond—Now, can you give me the reason why this was done?

His Lordship—Excuse me for a moment. Were all these debts incurred during the partnership commencing in 1876—the debts of Messrs. Russell and Co.; Fearon, Low and Co.; Holliday, Wise and Co.; Reid, Evans and Co.?

Mr. Drummond—All the existing Shanghai debts were subsequent to May, 1876.

His Lordship (to debtor)—Is that so?

Debtor—Yes.

Mr. Drummond—Can you tell me why it was that you did not advise these firms in Shanghai of the sale of their goods at the time you sold them and received the proceeds?

A.—I sold them under their limits, and was waiting in expectation of getting funds

from Home and from Mr. Knight, with which I should be able to account for them at the rates they had authorised the sale at.

Q.—That is, you sold the goods, received the proceeds, used the money for partnership purposes, and relied on the hope of receiving money either from Mr. Knight, Home, or elsewhere, in order to replace it, and remit to the consignors of the goods?

A.—I had hopes of getting money from Mr. Knight and from Home.

Q.—Was it stronger than a possibility that you might get money from Mr. Knight?

A.—I think it was stronger than a possibility.

Q.—Had you anything stronger than this possibility or probability to rely upon when you failed to remit the proceeds of the goods?

A.—I can't say I had.

Q.—And that is the reason why you did not advise your friends in Shanghai, in some instances for something like a year, of the sale of goods and receipt of money for them?

A.—Yes.

Q.—Is that your handwriting? (Handing a letter to the debtor.)

A.—Yes.

Q.—It is a letter dated Newchwang, 16th January, 1880, and you recognise it as your handwriting?

A.—It is my handwriting.

Q.—And it is addressed to Messrs. Fearon, Low & Co?

A.—Yes.

Q.—It says, "We beg to advise having sold your C in a diamond, A shirtings, one bale, at Tls. 2.25, and we shall try gradually to work off your other goods in our hands." Now at that date had not you sold all the goods in your hands, and received the money for them?

A.—At that time I had sold all the goods.

Q.—All the goods consigned to you by the firm, and you had received the proceeds?

A.—I am not certain. I should like to refer to my books.

Q.—I want you to be careful. This is very important, and you had better make sure.

A.—(After the debtor had referred to a book)—I was mistaken. It was not so. I had not sold all the goods when I wrote the letter.

His LORDSHIP—Were the goods consigned in one lot, or at different times?

Debtor—They were consigned at different times. Some of them, I think, in 1877.

Mr. DRUMMOND—We will leave that now, and I will take Messrs. Holliday, Wise and Co.'s claim. Your debt to them is Tls. 1,518, I think.

A.—I think it is a little more; I am not certain.

Q.—When did you sell the goods belonging to them?

His LORDSHIP—Let us first hear when he got them.

Debtor—I am under the impression that I got them in April, 1879.

Mr. DRUMMOND—And when were they sold?

A.—I can't give the date, but I got the proceeds from them on the 31st of July.

Q.—We will confine ourselves to the proceeds then. Did you ever advise Messrs. Holliday, Wise & Co. that you had sold the goods?

A.—Not previous to the circular letter in June of this year, when I sent them a letter with account sales, and an account current.

His LORDSHIP—Then you did not advise them that you had received the money for goods paid for in July, 1879, until June, 1880?

Debtor—No.

Mr. DRUMMOND—That is a year all but a fortnight. That is enough on that point, Mr. Bandinel, I have another matter I want to ask you something about. You told Mr. Wainewright that you came down to Shanghai about the 8th July, in consequence of a letter from your Shanghai creditors. Was that letter in answer to your circular letter?

A.—Yes.

Q.—And you knew at that time that your firm was perfectly insolvent?

A.—I knew the condition of my affairs.

Q.—Did you not go on your arrival to the agent of the Chartered Bank and draw on your father for £200?

A.—Yes.

Q.—That was a few hours after your arrival in Shanghai?

A.—No. It was the next day, the 9th of July.

Q.—And you gave it to Mr. Boyd, Manager of the Chartered Bank?

A.—Yes.

Q.—A bill on your father for £200?

A.—It was for £262.10.0.

His LORDSHIP—What was it for?

Mr. DRUMMOND—I am going to ask him. Was it in payment of a debt owing to the Bank?

A.—Yes.

His LORDSHIP—Is it included in the amount you have put down as the money owing to your father?

Debtor—It is included in the list.

Mr. WAINEWRIGHT—It is the very sum that is down in the list as owing to his father.

His LORDSHIP—That assumes your father will pay the money?

Debtor—Yes, I think he will.

Mr. DRUMMOND—Did you tell your creditors that you had given this order to the Bank?

A.—I told Mr. Fearon in the presence of Mr. Wheeler. Mr. Arbuthnot had been with us, but I don't think he was there when I mentioned it.

Q.—Did you give the order voluntarily, or on the advice of your private friends, or did the Bank put pressure upon you after you arrived?

A.—The Bank wanted the money, and so I gave them the order.

Q.—What was the amount you owed them?

A.—About Tls. 1,500.

Q.—What was it for.

A.—It was an advance against a shipment sent to me in Mr. Knight's name.

Mr. DRUMMOND—Did you give an order or make any payment to any of your other creditors? Russell and Co. wanted their premia, Holliday, Wise and Co., Reid, Evans and Co., and Fearon, Low and Co. wanted their claims for goods shipped to you that you had sold and not settled for. Did you pay any of these?

A.—No.

Q.—Now will you tell me why you selected the Bank and presented them with the order for £200 odd, and made no effort to get any of the other creditors paid?

A.—I was told that the debt to the Bank stood on a different footing to the others.

Q.—By whom?

A.—Mr. Bush, among others, and at the time I wrote to my father somewhat in the following terms:—"I have been and made a fool of myself, and I shall be very much obliged to you if you will pay this."

His LORDSHIP—I expect the advance was made to you by the Bank's agent in Newchwang?

Debtor—No, the advance was made in Shanghai. The goods were sent up to me, and I sold them.

Mr. DRUMMOND—You sold and did not remit in the usual way.

A.—Yes.

Q.—Now, will you tell me what you mean by the debt being on a different footing to the others?

A.—I was told that whatever I might say about it, no one would believe that I had acted *bond fide*.

Q.—Then it amounts to this, I suppose, that you felt you might be liable to a criminal prosecution with regard to that sum, and therefore you asked your father to pay it.

A.—Yes, that was it.

Q.—Can you tell me why you caused Mr. Knight's balance of Tls. 5,189 to disappear from the books altogether without receiving any equivalent for it, at the time he dissolved partnership with you?

A.—In November last I came down to Shanghai and saw Mr. Knight. We talked the matter over, and he verbally proposed to me that if he paid me Tls. 4,000 I should release him from the odd Tls. 1,198, in consideration of my having come in for the Consular appointments and the business generally. With regard to the Tls. 4,000, in March he paid to the Hongkong and Shanghai Bank Tls. 1,750 in extinguishment of a debt the firm owed the Bank. He also paid $960 to Messrs. Gibb, Livingston and Co., which the firm owed. There remained then, according to my book and the verbal arrangement, Tls. 1,624.65. As I had not got that money, I put it into an account which I called the "Suspense Account." It is the only amount in that account.

His LORDSHIP—Does it still remain there?

Debtor—Yes.

Mr. DRUMMOND explained that the debts of the firm paid by Mr. Knight could hardly be considered as liquidating the Tls. 4,000 he owed. (To the debtor)—Have you gone into the accounts of the firm with the creditors since you arrived here?

A.—Yes. They have my books. Mr. Kerr and Mr. Wheeler have examined them, and three or four times they requested my attendance to explain matters.

Q.—You have said that you went and made a definite proposal to settle the claim of Messrs. Russell and Co; and that they told you that if Mr. Knight paid all that he owed to the firm, you would be able to pay your debts, and therefore your offer was considered as no offer at all. I want to ask you whether Messrs. Wheeler and Kerr did not tell you that, from their examination of the accounts, they considered Mr. Knight was indebted to the firm about Tls. 15,000 or more?

A.—I saw some statement there written in pencil, but cannot remember the figures. The second time I saw them, I think they said that Mr. Knight owed either Tls. 11,000 or Tls. 17,000 to the firm. I don't remember which it was. They made a great many remarks about my common sense and Mr. Knight's honesty, and they would not hear anything I had to say. They told me it was absurd my joining a firm that owed money. I don't know anything about the legal aspect of the matter, but Mr. Knight showed me that he had made money in Newchwang—as much as Tls. 16,000 in one year.

Q.—You are under the impression that Mr. Knight is only indebted to the firm about Tls. 1,600. Now, I want to ask you, and I want you to give a definite answer, whether the representatives of the creditors, Mr. Kerr and Mr. Wheeler, do not consider he owes over Tls. 15,000 to the firm?

A.—I cannot say what they considered.

Q.—Did they not show you this statement, "The debit balance of the firm was Tls. 15,400, Mr. F. P. Knight's share of this being five-eighths, or Tls. 9,625. If he had paid this up, and also his debit balance of Tls. 5,782, Mr. Bandinel would have had Tls. 15,407, or just enough to pay off the creditors of the firm, and been able to begin business again"?

A.—From the investigation they made, I believe they came to the conclusion that Mr. Knight owed about Tls. 15,000 to the firm.

Q.—But this was not mere supposition; they took it from the books. I want to know whether it is not your impression that the representatives of the creditors made out that Mr. Knight was really indebted to the firm Tls. 15,400, instead of Tls. 1,600 odd?

A.—I don't know what their impression was, but they made that statement to me.

Q.—And that was after they had examined the books?

A.—Yes.

Q.—Now when you wrote your letter to the creditors in Shanghai reporting the position of the firm of Knight, Bandinel and Co., did you expect Mr. Knight would ever pay the debt he owed to the firm? Did you consider it a good debt?

A.—Practically, I did.

Q.—Then why did you not put it among your assets?

A.—I did not know whether it might not go against the Tls. 1,500 due to the Bank, as the goods had come up in his name. If you look at the private letter I wrote to everybody, you will find that I said I might have to borrow Tls. 1,500.

Q.—That is the best explanation you can give?

A.—Yes.

Q.—You have a Fire Insurance Account?

A.—Yes.

Q.—How is it that while the Insurance Account is charged, the amount of premium does not always appear?

A.—In some instances we only kept a watchman for the goods.

Q.—Have you got any entries showing the payment of premia?

A.—Yes (and he pointed some out in the books.)

Q.—Can you swear that these sums were paid by you to cover the insurance on goods?

A.—Yes.

In answer to further questions, the Debtor said that in the spring of this year he built a jetty at Newchwang, which was paid for out of the receipts of the business. At this time he knew the firm was insolvent, but he did not consider it an unwise or improper thing

to do, because the jetty was built to bring general business to the firm, and on that they mainly depended for support. On the 1st of May last, he paid Tls. 500 for twelve months' rent in advance. This he also considered not an improper thing to do just before laying a statement of his affairs before his creditors, as he expected they would allow him to go on.

Mr. Drummond—Was Mr. Knight aware of the bankrupt state of the firm when he left for America in 1876?

A.—With the exception of one item, he must have known how we stood. That one exception was a sum of about Tls. 3,000, which came in after he went to America as a liability. He went Home primarily on his own account, and with the intention, I suppose, of doing good for the firm if he could. For his expenses I became jointly liable with him for a letter of credit on the Bank for Tls. 3,000, which was placed to the debit of the firm. Mr. Knight was away two years, and his expenses were Tls. 2,333; with the balance he paid a promissory note and another small item. I have estimated my Consular fees at Tls. 750. I don't get any salary. It is all fees. There is an allowance of $500 per year made by the American Government for interpretations; out of that I pay $200 to my Chinese writer, in addition to $180 which the Government allow him. If Mr. Wheeler and Mr. Kerr have estimated my fees at not more than Tls. 200 per annum, they have made a mistake, or taken a very bad year indeed.

The Debtor pointed out from his books that for 1879-80, his fees were Tls. 490, and for 1878-9 they were Tls. 700 odd, and if they amounted to these sums when he had to pay a clerk to assist him, they would certainly come to more if he were to do the work without assistance.

This concluded Mr. Drummond's cross-examination, and it being after half-past five o'clock, the Court adjourned until the following morning.

4th August.

On the Court assembling this morning, Mr. Drummond asked permission to correct a question which he asked on the previous afternoon. It might have conveyed a wrong impression, having regard to a large sum of money, and it arose apparently from his taking up a wrong memorandum when he asked the question. He desired to correct it at the earliest possible moment, and he also desired to ask the debtor three more questions. The question he referred to was the one in which he asked Mr. Bandinel to give him an answer as to whether Mr. Wheeler and Mr. Kerr did not consider that Mr. Knight was indebted to the firm over Tls. 15,000? This was incorrect; he found that the exact sum was Tls. 11,600. Mr. Bandinel seemed to be under the same impression as he was, for he gave the answer that from the investigation these two gentlemen made they came to the conclusion that Mr. Knight owed about Tls. 15,000 to the firm.

His Lordship referred to his note and found that what he had taken down was that Mr. Knight owed the firm Tls. 11,000 or a larger sum, but the witness could not give the amount.

Mr. Drummond said no doubt his Lordship's note was substantially correct. He mentioned it so that there might not be any misapprehension, as the figures had been reported.

Mr. Drummond—The first question I have to ask the debtor is, how much does the firm owe Messrs. Reid, Evans & Co. at the present time?

Debtor—Between Tls. 1,400 and Tls. 1,500.

Q.—Is that the amount put down in the request for notice which you proved yesterday?

Mr. Wainewright—The amount put down in the list is Tls. 1,453, Shanghai taels.

Mr. Drummond—That is the amount of the present indebtedness to Messrs. Reid, Evans & Co.?

Debtor—The sum in my list is correct.

Mr. Drummond—And it is the proceeds of goods sold by you and not remitted.

His Lordship—Goods sent to you on consignment?

Debtor—Yes.

His Lordship—When?

Debtor—In April of this year.

His Lordship—And when was the sum received?

Debtor—I believe in May, my Lord.

His Lordship—When did you advise them of the receipt of the money?

Debtor—Not until June.

His Lordship—What time in June?

Debtor—I believe it was the 16th June.

Mr. Drummond—That is, just before the failure?

Debtor—Just about then.

His Lordship—How did you advise them?

Debtor—By letter. I advised them in the first instance that I had sold the goods at a certain price.

His Lordship—When did you first advise? That is what I want to know.

Debtor—A few days after the sale, and the sale took place in May. The goods were sent to me in April. I sold them in May, and I advised the receipt of the money in June, on the 16th.

By Mr. Drummond—I kept Mr. Knight informed generally from time to time of what I was doing during 1879. Mr. Knight was living in Shanghai, and I was in Newchwang. I did not send him full details; I kept him informed generally during 1879 up to September, when the partnership was dissolved. I only informed him generally because he told me he was so busy. He had the Smith estate in his hands, and all his time was occupied. He must have known we were behind, but he would not know the items. I expect he must have known that we were selling goods sent on consignment and using the proceeds for current expenses. Anybody who knew the business we were doing would know this.

By his Lordship—I communicated with him by letters. I have not the letters with me. He has got them. They were not entered into my book. They were private letters like one individual would send to another.

His Lordship—I understand you to say that you kept him informed generally of the affairs of the firm in 1879.

Debtor—Yes, by private letters.

Mr. Drummond—And that he was aware of the condition of the affairs of the firm and must have been aware that you were using the proceeds of goods for current expenses?

Debtor—Yes, but I did not tell him in so many words.

His Lordship—But you say he must have been aware that you were using the proceeds of the consignments for purposes of the partnership.

A.—I say I think he must have known.

Mr. Drummond—That the proceeds of the goods were devoted to pay the current business expenses and the expenses of the household—in fact, that you were living on them?

A.—Yes.

His Lordship—Did you make any remittances to K I ht?

A.—No, my Lord.

By Mr. Drummond—I came down to Shanghai to see him for a few days. That was the end of October or the beginning of November, 1879. I then lived with him, that is, I stayed with him during my visit to Shanghai. I did not come down for the purpose of discussing with him the position of affairs. We did not talk over the state of affairs. The only thing mentioned in connection with business was his proposal to pay me Tls. 4,000.

His Lordship—How long were you in Shanghai?

A.—About ten days.

Q.—And do you mean to say you never discussed the question of the partnership during that time?

A.—We did not.

Mr. Wainewright—The partnership was then dissolved.

Debtor—Mr. Knight was in and out all day long busy with Smith's estate. My wife was down with me, and in the evening we went out and had no opportunity to discuss affairs. He (Mr. Knight) had no time to talk business with me.

His Lordship—It was a disagreeable subject, I suppose?

Mr. Drummond—I expect it was. (To the debtor)—Did Mr. Knight ever make objection or warn you in any way as to what you were doing?

A.—No.

Q.—And so far as you were aware you understood Mr. Knight concurred in the way in which you were conducting your business?

A.—I understood that he was very busy and left me to do as I liked.

Q.—How was the business divided? Mr. Knight had five-eighths and you had three-eighths, I believe?

A.—No, it was seven sixteenths and nine sixteenths.

His Lordship—Who had the seven and who the nine?

A.—I had the seven and he had the nine.

Mr. Drummond—Does that apply to the partnership from the beginning to the end?

A.—Yes.

Q.—And it was in those proportions that the profits were to be divided and the losses borne?

A.—Yes. I have not my articles of partnership here; if I had, they would show it.

His Lordship asked the debtor several questions as to when he balanced the books after the partnership, but the debtor apparently confounded the questions and did not give concurrent replies, but doubtful answers. It was customary, he said, to balance the book on the 31st March each year.

This evoked from his Lordship the remark that here was a man professing to keep accounts and could not tell when his books were balanced. There was no wonder at a man like that coming to grief.

Debtor thought his Lordship had misunderstood him. He kept the books in 1875 before the partnership commenced, but he did not think a balance was made out in March 1876. He believed, however, that he got a balance out in March, 1877, which would be the first year of the partnership. He could not show that balance. It was not in the books produced, which only contained the accounts of the last two years. The creditors had the other books.

By Mr. Drummond—I stated yesterday that $960 was paid by Mr. Knight to Messrs. Gibb, Livingston & Co., on account of the Tls. 4,000 I agreed to release him for. The $960 was a payment that had to be made through Messrs. Gibb, Livingston and Co.'s compradore at Hongkong, in accordance with the articles of partnership. $40 per month had to be paid, but the amount had not been paid for two years, and in consequence it amounted to $960. He did not know what the $40 per month was paid for; it was merely mentioned in the articles of partnership that it had to be made through Gibb, Livingston and Co.'s compradore. He had a strong impression what it was for, but he did not know for certain. He might be wrong, having nothing to support his impression.

Re-examined by Mr. Wainewright—As to my training in book-keeping, in 1872 I was in Foochow, and used to make a copy of Messrs. Silverlock and Co.'s books—not the ledger, but the other books—which was sent to their corresponding firm at Home. I used to ask questions about it, and first obtained experience in that way.

By His Lordship—I did not keep the books, but copied some of the accounts to be sent Home. In 1873 and 1874 I was in Amoy, under Mr. Chambers, who kept the books and accounts of Messrs. John Foster & Co. The first part of the time I had Mr. Chambers' assistance, but later I had to depend upon myself, what he had told me, and two books by Chambers of Edinburgh on book-keeping, which I used to look up. At the end of 1875, I went to Newchwang and kept the books there. In the course of my cross-examination I stated that I expected to get money from Home. I applied to my friends for this money. I made application to my father in June, 1879. I expected to get £2,000 from him, and perhaps £4,000, but I actually got £1,200. That was in November, 1879. The reason I did not get more was because I had miscalculated what my father could do for me; my father told me that. I also said in my cross-examination that I expected money from Mr. Knight. The grounds I had for that supposition were that he told me he was both morally and legally bound to pay his share, that he would never desert me, and that he would do all in his power to help me. I believed what he said, and I was also under the impression, as other persons were, that he was making money. Everybody apparently thought that he made money, and that he was likely to make money as the manager

of Smith's estate. In reference to his visit to the United States, I had an idea that he would get business for the firm. This idea was based on what he said when he was going Home to America. He said that he was going Home with the *prestige* of Commissioner of China to the Exhibition; that he had considerable business knowledge and connexion both in China and in Boston; that he would open up direct business relations between Newchwang and the United States; and when he came back he said that probably he would open a house in Shanghai for which our firm at Newchwang was to be a sort of nursery.

Mr. WAINEWRIGHT—A feeder?

A.—Yes.

Q.—Then you expected business from his going to America?

A.—Certainly.

By Mr. WAINEWRIGHT—I agreed to the letter of credit for Tls. 3,000, which was to come out of the firm if it was necessary. It was by no means certain that it would be necessary. I joined with him in the letter of credit for what I thought would be our mutual benefit. I do not absolutely know whether he had any more money or not. I was further asked about paying my twelve months' rent on the 1st May last. The rent was payable yearly in advance on that day. That was one of the terms of the letting of the premises. It was a regular payment. The motive I had for building the jetty I have been asked about was to earn money for the general business of the firm. I had three steamers alongside this year, and the last one nearly got blown over, and the captains said they would not come again unless something was done to prevent their ships going ashore, and that if I built a jetty they would use every endeavour with their owners to let them come alongside and save delay. That was the reason I built the jetty. I built it to facilitate business. With reference to the Fire Insurance Account, sometimes I received instructions to insure goods, and sometimes I did not. When I did receive instructions to insure, I always carried them out. I never made the charge when I did not do so. All the charges are *bona fide* payments for premia. As to the allowance from the U.S. Government for interpretations, the Government is aware how it works out. I, in common with other people employed by the United States, have to send a report Home on the subject of expenses, and I pointed out to them that the money was sufficient for a Chinese clerk, but not for a foreign interpreter. Ever since I had the allowance I had to use it, and more, for interpretations. It was an allowance to me personally, and it was the only allowance I had. I now propose to dispense with the services of the interpreter and to do the work myself.

This concluded the examination of the debtor.

His LORDSHIP asked Mr. Wainewright if he wished to say anything more.

Mr. WAINEWRIGHT presumed that it was for his learned friend to make any further observations he wished to make, and for him to reply.

Mr. DRUMMOND did not understand that to be the position, his Lordship having reserved the question on the appointment of a receiver.

His LORDSHIP asked Mr. Wainewright if, after the evidence that had been given, he persisted in the motion.

Mr. WAINEWRIGHT replied that he did, remarking that a great deal of the evidence had nothing to do with the motion before the Court.

His LORDSHIP said the evidence was taken with an object in regard to the motion, and the question was whether that object had been attained.

Mr. WAINEWRIGHT explained that the evidence was taken with a view to meet some of the objections which were raised by the respondent's Counsel. With regard to the cross-examination, those were not his questions, and he repeated that they did not affect the matter before the Court.

His LORDSHIP observed that Mr. Wainewright opened a very broad field in the examination of the debtor.

Mr. WAINEWRIGHT was quite aware of that, still he only asked certain questions.

His LORDSHIP—You threw down the gauntlet and he took it up.

Mr. WAINEWRIGHT repeated that his learned friend came well prepared with the questions he wished to ask. He understood that Mr. Bandinel was put into the witness-box to show how the creditors would be prejudiced by his being made a bankrupt, instead of allowing him to proceed as he was doing now until next November.

Mr. DRUMMOND said that was no doubt the primary object.

Mr. WAINEWRIGHT explained that his object in examining Mr. Bandinel was to show that the desire for bankruptcy was not unanimous as far as the creditors were concerned. He also wished to show more fully and accurately what Mr. Bandinel's assets were; to explain why he had taken these proceedings in liquidation; to repudiate the statement made by his learned friend that there had been no attempt by the debtor to settle with his creditors, and to show that it would be to the interest of the creditors generally to allow him to go on with his business and earn his livelihood, instead of forcing him into bankruptcy. He then reviewed the proceedings in the case, and contended that it was for Mr. Drummond to make any remarks on the evidence and in support of the motion before the Court, and then for him (Mr. Wainewright) to reply.

His LORDSHIP said he might candidly tell Mr. Wainewright that he was at present against the motion.

Mr. WAINEWRIGHT replied that he perceived that.

His LORDSHIP said that holding the opinion he did, he did not think it necessary to call upon Mr. Drummond.

Mr. DRUMMOND said that was a question he was going to ask his Lordship.

His LORDSHIP intimated to Mr. Wainewright that if he had anything further to urge in favour of the motion, he might then think it necessary to call upon Mr. Drummond.

Mr. WAINEWRIGHT considered that such a course would not only be irregular but somewhat inconvenient.

Mr. DRUMMOND observed that if he were called upon, his speech would not occupy more than a few minutes. In fact, one sentence would suffice. Ought the debtor to be left longer than was absolutely necessary in charge of the business in the interests of the creditors?

His LORDSHIP then decided to hear Mr. Drummond.

Mr. DRUMMOND rose and merely repeated what he had just said.

Mr. WAINEWRIGHT then replied, and entered at length into the arguments for and against the motion. He defined the various points Mr. Drummond had taken, and said in regard to the first one, namely, that there was no evidence that the creditors preferred liquidation to bankruptcy, he thought the evidence of Mr. Bandinel had proved that an intimate friend of his, Dr. Watson, knowing the state of his affairs, and a creditor to the extent of Tls. 2,000, had expressed himself in the most friendly way towards the debtor, offering to lend him more money and a home for his family. It was not to be supposed that he would now turn round and throw Mr. Bandinel into bankruptcy, when the latter did not desire his affairs to be adjusted in that way. Then there were the father and mother of the debtor, who were creditors to a considerable amount, and it was extremely unlikely that they would be disposed to assist to ruin their son, their daughter-in-law and their grand-children into the distress the proceedings in bankruptcy would involve. He thought the Court might well assume that all these creditors were favourable to liquidation as against bankruptcy. He could not deny that there was evidence to the contrary, because a creditor had filed an affidavit saying he desired bankruptcy; and all the Shanghai creditors supported him. There were only four of them, however. It could not be said, therefore, that there was no evidence that the creditors, at least some of them representing a large portion of the liabilities, did not desire liquidation in preference to bankruptcy. With reference to the point of his learned friend that there were hardly any assets, he submitted that, taking into account the furniture and the admitted liability of Mr. Knight, and the other items Mr. Bandinel had mentioned in his evidence, the point fell to the ground. At all events, it could not be said there were hardly any assets, and he contended that the assets were sufficient, as shown by the evidence, to relieve the case of the element in the cited case of *ex parte* Walton.

His LORDSHIP—What do you estimate the assets at?

Mr. WAINEWRIGHT replied that they were shown in the affidavit filed the other day. They were put down at Tls. 2,200.

His LORDSHIP said that was the debtor's statement.

Mr. WAINEWRIGHT replied that the furniture had been valued and the stores had been put down at less than cost price. He then went on to show that of the four creditors in Shanghai who preferred bankruptcy to liquidation, Mr. Knight had admitted that he was liable to two of them, Messrs. Fearon, Low and Co., and Messrs. Holliday, Wise and Co., whose combined claims amounted to upwards of Tls. 4,000, which was so much off the Tls. 9,000 owing to the four hostile creditors. This made a most material difference in the debtor's affairs. He asked the Court to remember that it was in evidence that Mr. Knight was endeavouring to raise money to liquidate these claims, and that there was a probability of the debtor obtaining money from his relatives and friends, and there was no reason for supposing he would not succeed if time were allowed him. The debtor, he contended, had given his evidence in a manner which showed that he did not wish to exaggerate or conceal, though he apparently did not wish to say more than was necessary about his absent friend. He had remained true to his late partner, and if he had been foolish he certainly had not been ungenerous. Regarding Mr. Drummond's point that liquidation proceedings were instituted for purposes of delay, he maintained that there would be a longer delay in holding the creditors' meetings under bankruptcy on account of the notices that would have to be sent to the *London Gazette* and the Home creditors.

His LORDSHIP said that from some conversation he had had with Mr. Wilkinson, it did not appear that it was always necessary to advertise in the *London Gazette* before holding the meeting of creditors, and that there were instances in which this had been done.

Mr. WAINEWRIGHT thought these were cases where all the creditors resided in Shanghai.

Mr. DRUMMOND also mentioned that he did not know an instance in which a meeting of creditors had been held without a notice appearing in the *London Gazette*, where there were Home creditors.

Mr. WAINEWRIGHT went on to say that he failed to see there would be a better realisation of the estate in the interests of the creditors by bankruptcy than by liquidation. A receiver could just as well claim against Mr. Knight as the Registrar. Mr. Knight was not amenable to the jurisdiction of the Court, nor could any bankruptcy proceedings in this Court affect him—he would have to be proceeded against in the American Court, and there was nothing to prevent any of the creditors suing him there to test the question of his liability. All that could be done by this Court regarding Mr. Knight was to apply for him to attend to be examined. No doubt the United States Consul-General would order him to attend, but even then, if he refused to give evidence, the Court could not commit him for contempt.

His LORDSHIP had no doubt they could get over that difficulty. He also mentioned that a debtor under liquidation had considerable advantages over a debtor in bankruptcy. In liquidation he could sometimes get through in a hop, skip and a jump, whereas in bankruptcy he had to go along a little more leisurely.

Mr. WAINEWRIGHT explained that the liquidation proceedings were commenced before the debtor's summons was issued, and argued that it would result in the benefit of the creditors if the debtor were allowed to go on in business as he desired. The debtor had some steamer business, a Chinese connexion, and some friends from whom he hoped to obtain money to satisfy the claims of the hostile creditors; he only wanted time, and if this were not granted him, and he were forced into bankruptcy, what was to become of his family during the next six months? He also mentioned that there was

the probability of Mr. Knight being able to liquidate his liability.

His Lordship asked when Mr. Knight left Shanghai.

The Debtor replied, Saturday week.

His Lordship—Don't you think Mr. Wainewright, it's hoping against hope?

Mr. Wainewright—I think it is not. I think he will make a *bona fide* effort to get out of this mess. If Mr. Knight got sufficient money to pay the two hostile creditors to whom he has admitted his liability, and Mr. Bandinel succeeded in obtaining money from his friends to pay the other two, all the hostile creditors would disappear.

His Lordship said that the debtor had not exerted himself to come to an arrangement with his creditors, and as he admitted he had made no profits during the time he had been in Newchwang, the probabilities were that he would not do so during the next few months. This was a Court of Bankruptcy, and when offences were committed, he could not look on with approbation. Mr. Wainewright must bear in mind that the debtor had received money for premia and goods, and appropriated it to partnership purposes.

Mr. Wainewright said he was not seeking for a moment to palliate or excuse or overlook anything. Whatever Mr. Bandinel might have done, he was having a very severe lesson which would prevent his doing a similar thing in future. The investigation and publicity would secure that end. It was not as if he had deliberately pocketed other people's money; he had told them during the investigation that he had a father to whom he looked for assistance; he obtained that assistance, but he had miscalculated that gentleman's power. However, there was no doubt that he had a *bond fide* expectation of getting money from his father, and also from Mr. Knight, who held an office which was supposed to be lucrative. Mr. Bandinel had every right to believe that he would obtain money from Mr. Knight, and this, combined with what he expected to get from his father, showed that he used the money when he had every hope of repaying it. It was not a case of deliberate robbery, though he might have been foolish and acted unjustifiably.

His Lordship said it was the old story of a man appropriating money and hoping to get a windfall to pay it back.

Mr. Wainewright replied that it was not a windfall. His expectation to obtain money from his father and Mr. Knight was neither moonshine nor chimerical. There was an excuse for what he had done which took his offence out of the category of deliberate fraud. The question now simply was whether the Court was bound to punish him for no other object than punishment, and, through him, to punish those who certainly were guiltless.

His Lordship said if it was a punishment, it was a punishment which the law prescribed.

Mr. Wainewright said that to make the debtor a bankrupt without any advantage to the creditors, and thereby inflict great misery and suffering on himself and family, would be punishment; and it did not seem to him that bankruptcy used as a matter of punishment was ever contemplated. If the property could not be recovered and be dealt with, then make him a bankrupt, but it was not so; and he was anxious to remedy what he had done, and making him a bankrupt would deprive him of his means of support and his rights as a free man, which was a severe punishment.

His Lordship said the debtor first instituted proceedings, without the assent of any one of the local creditors.

Mr. Wainewright replied that he took the proceedings on his own behalf, knowing that these creditors would like to punish him. They were angry because they had lost their money, but it did not follow that the Court should lend itself to their view. He asked his Lordship to temper their anger by the exercise of the discretionary power vested in himself by acceding to the application to stay proceedings on the debtor's summons, thereby granting time to the debtor to see if he could not do something to stave off the blow with which he was threatened. His helpers, his relatives in England, were at a great distance from him, and it was with a view to communicate with them that he wished for more time, and if he obtained the assistance he expected, he would be able to satisfy all his creditors, support his family and begin life again, and conduct his business with the advantages of a most severe lesson.

Mr. Drummond said there was no desire on the part of the creditors to punish the debtor. They merely desired to investigate his affairs, and they thought making him a bankrupt was the best thing for him.

His Lordship, in giving his decision, said:—This is a motion on behalf of James Julius Frederick Bandinel, of Newchwang, merchant and commission agent, carrying on business under the style or firm of Knight, Bandinel and Company, that all proceedings upon or in relation to a debtor's summons sued out against him, the said James Julius Frederick Bandinel, may be stayed until after the 8th day of November next. On the 16th ult., Bandinel presented a petition for liquidation by arrangement or composition with his creditors, and an order was made directing the proceedings in the liquidation to be taken in this Court, instead of in H.M.'s Court at Newchwang. On the following day, a debtor's summons was issued against Bandinel at the instance of Messrs. Reid, Evans and Co., of Shanghai. On the 20th July an order was made on behalf of Bandinel that the first meeting of his creditors under the petition for liquidation be fixed for Monday, the 8th day of November next, to allow time for the appointed meeting to be published in the *London Gazette*, and notices to be sent to the creditors in England. On the 23rd July, an order was made that the present motion should come on for hearing on Thursday last, the 29th ult. On the 27th ult., a petition was presented on behalf of Messrs. Reid, Evans and Co., for the purpose of adjudicating Bandinel a bankrupt, and such petition has been appointed to be heard on Tuesday the 10th inst. In the present case, proceedings in liquidation and in bankruptcy are now pending against the debtor Bandinel; and the object of the present motion is to stay the proceedings in bankruptcy. From a list of his creditors filed on behalf of the debtor, with the estimated amounts respectively due to each creditor, it appeared that the debtor's total estimated debts are Taels 22,187.62, of which Taels 10,140.82 are due in England, and the remainder in China, and that of the amount due in China, Taels 9,108.64 are due in Shanghai. The debtor's assets consist of effects to the value of about Taels 2,000. It appeared in evidence that the Shanghai creditors were none of them willing to consent to the liquidation of the debtor's affairs by arrangement. In support of the motion, sub-section 10 of Section 80 of the Bankruptcy Act, 1869, and Rule 260 of the Rules framed under that Act were referred to. The former provides that the Court may at any time on proof to its satisfaction that proceedings in bankruptcy ought to be stayed by reason that negotiations are pending for the liquidation of the affairs of the bankrupt by arrangement, or for the acceptance of a composition by the creditors, or on proof to its satisfaction of any other sufficient reason for staying the same, make an order staying the same, either altogether, or for a limited time, on such terms, and subject to such conditions, as the Court may think just. By Rule 260 of the Bankruptcy Rules, the Court may at any time after the presentation of a petition for liquidation restrain further proceedings in any bankruptcy petition, or other legal process against the debtor, and the Court may at any time after the presentation of the petition appoint a receiver or manager of the property or business of the debtor. Then sub-section 12 of section 125 of the above Act provides that if it appears to the Court on satisfactory evidence that the liquidation by arrangement cannot in consequence of legal difficulties, or of there being no trustee for the time being, or for any other sufficient cause proceed without injustice or undue delay to the creditors or to the debtor, the Court may adjudge the debtor a bankrupt, and proceedings may be had accordingly. On Saturday last, the 31st ultimo, an order was made appointing Mr. Bush, of Newchwang, a receiver of the debtor's property. *Re* Burnett, 14 section, Solicitor's Journal 357, was also referred to, in which, where a debtor's summons was issued after a petition for liquidation had been filed, the proceedings on the summons were stayed until the day after the first meeting under the liquidation to give the creditors an opportunity of expressing their opinion. By Rule 266 of the Bankruptcy Rules, when proceedings have been instituted for liquidation, the Court may adjudicate the debtor bankrupt, if, in the opinion of the Court, the property of the debtor cannot be sufficiently protected by the exercise of the powers hereinbefore given to restrain suits and actions and the appointment of a receiver or manager; but in any such case all proceedings under such order of adjudication shall be stayed immediately upon the making thereof and until the creditors shall have passed some special or extraordinary resolution in reference to the liquidation, and in the event of any such resolution being duly passed, the adjudication shall be forthwith annulled. In opposition to the motion I understand Mr. Drummond relied chiefly on *ex parte* Walton, which was also referred to by Mr. Wainewright. In that case the Lord Justice Sir George Mellish said that in a former case the Court had to consider—"It is argued by the appellants that the Court had no discretion, but was bound by the 266th Rule to stay all proceedings until the meeting had been held at which it would be determined whether the creditors of the debtor would or would not agree to liquidation or composition." Then the Lord Justice goes on to say in *ex parte* Foster (sub-sec. 10 of sec. 80) that "where proceedings in bankruptcy and liquidation are at the same time, it seems to me the Registrar has three courses open to him—he might postpone the proceedings in bankruptcy until after the meeting of creditors; or, secondly, under Rule 266, not make the debtor a bankrupt until after the liquidation proceedings; or thirdly, simply make an adjudication. Then a little further down, he says: "If you look at the words of the Act alone it appears plain that section 80 subsec. 10 gives a discretion to the Registrar." Then "with respect to the 266 Rule, it was not intended to take away from the Registrar any power given him by the Act." Well now, upon the whole, the question is whether in this case the Court ought to stay proceedings in the bankruptcy. I am of opinion that the proceedings in the bankruptcy, especially after the evidence which has been given by the debtor, ought to be allowed to go on. As matters stand, the only evidence that is really before the Court of a definite and precise character is evidence to the effect that the creditors—the China creditors—are opposed to liquidation. It is said that Dr. Watson, who is a creditor for Tls. 2,000, is friendly to the debtor; but having regard to the circumstance of the only creditors in China who are able to speak upon the subject being adverse to the liquidation, and that their debts amount to a very considerable sum—upwards of Tls. 9,000 of the Tls. 22,000 in which Bandinel is indebted, I think their views ought to be entitled to consideration; and upon evidence given by the debtor it seems to me that it is a case which certainly requires to be investigated in bankruptcy. As to the points that have been urged by Mr. Wainewright, and very properly urged, with reference to the chances or probabilities of the debtor making money between this and November, I am afraid that, from what the debtor has himself said, there is not much prospect of anything of the kind, because he has told us distinctly that in no one year, as it appears from the books, has he ever made a profit. Under those circumstances I think there is very little hope, having regard to what he has done in the past, that he should in the next two or three months make anything—even make a profit. Seeing that he does not profess to have made a profit in the past, I do not see that there is much prospect of his making any profit in the future. It seems to me, therefore, upon the whole circumstances of the case, that the motion—however disagreeable and painful it may be for the Court to make an order of the kind—must be refused.

CIVIL SUMMARY COURT.

Shanghai, 4th August.

Before H. S. Wilkinson, Esq.

William Brunn *v.* J. Howell.

Civil Suit.

In this case the plaintiff, a watchman in a Chinese theatre, sued Inspector Howell for the sum of $15, for damages sustained by the defendant taking a certain dog away from the plaintiff's premises on the 26th of July.

William Brunn, sworn, said—I am a watchman in a Chinese theatre. About three weeks

Shanghai China.

Inclosure No. 1.

with dispatch No. 90.
to the
State Department
Washington D. C.

Bkpt-Proceedings in
Bankruptcy. Knight

Shanghai China.

rec'd 21 Sept 80.

Send Commission, if no objection appears
C.P.

Mem. to Mr Cridler -
22 Sept 80.

W Clements

No. 71] August 11 1880 *United States Consulate General at Shanghai,*

Mr. Denny *Consul General.* *to the State Department,*

Subject:— Foochow. Interpreter.

ABSTRACT OF CONTENTS.

Endorses nomination of Mr.
John P. Bowles.

No. 41.

United States Consulate General,

Shanghai, August 11 1880

Hon. Charles Payson.

Third Assistant Secretary of State,

Washington, D.C.

Sir,

Referring to Mr. Wingate's dis-
patch No. 6. dated August 6th.
I have much pleasure in enclos-
ing the nomination of Mr -
John P. Bowles as Interpreter
at Foochow.

I am. Sir.

Your obedient servant

O. N. Denny

Consul General

ack Sept 21 5 enclosures

No. 93] Aug 11. 1880 United States Consulate General at Shanghai,

Mr. Denny, Consul General. to the State Department,

Subject:— Trade.

ABSTRACT OF CONTENTS.

Sends. Customs Trade returns for 2d Quarter 1880.

Enclosure.

Trade Returns. — in pouch.

No. 42.

United States Consulate General,

Shanghai, August 11th 1880

Hon. Charles Payson.

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to for-
ward in the pouch by to days
mail a copy of the "Customs
Gazette" showing returns of trade
for the second quarter of this
year.

I am. Sir.

Your obedient servant

O. N. Denny

Consul General

Furnish documents if otherwise prepared.
Ack't Rooks
In Clements C. P.

No. 13.] August 14th 1880 ~~United States Consulate General at Shanghai,~~ ordered Oct 7/80

Mr. Denny, ~~Consul General.~~ to the State Department,

Subject:— Request for books.

ABSTRACT OF CONTENTS.

No. 93.

United States Consulate General,

Shanghai, August 4th 1880

Hon. Charles Payson,

Third assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to request that the following books may be supplied to this office since they cannot be found among the archives.

Diplomatic Correspondence (Foreign Relations) 1869. 1870. 1871. 1874.

Commercial Regulations. 1874. 1879.

Wheaton's Elements of International Law

I am, Sir,

Your obedient servant.

O. N. Denny

Consul General

ack. Oct. 4/80

Mr Annuls

No. 44.] August 19 1880 *United States Consulate General at Shanghai,*

Mr. Denny, *Consul General.* *to the State Department,*

Subject: Receipt of dispatches

ABSTRACT OF CONTENTS.

No. 44.

United States Consulate General,

Shanghai, August 19/880

Hon. Charles. Payson.

~~Third assistant~~ Secretary of State,

Washington, D.C.

Sir,

I have the honor to acknowledge the receipt of your dispatches numbered 19. 20. 21. 22. & 23. the last dated July 7th. 1880. also a circular dated June 19th 1880.

I am Sir.

Your obedient servant,

O. N. Denny

Consul General

ack. Oct. 4 Oct

Mr Clements -

No. 45] August 23 1880 *United States Consulate General at Shanghai,*

Mr. Denny. *Consul General.* *to the State Department,*

Subject:— Woochang. Intelpreter and Marshal

DEPARTMENT OF STATE
SEP 28 1880
RECEIVED

ABSTRACT OF CONTENTS.

Appointment. Mr. Wingate's nomination.

Dispatch No. 6 of August 16th from Consul at Woochang relative to appointment of Marshall & his Exequatur

No. 45.

United States Consulate General,

Shanghai, August 23rd 1880

Hon. Charles. Payson.

Third assistant *Secretary of State,*

Washington, D.C.

Sir,

Referring to Mr. Wingate's number 4 and 8. I recommend that his action be approved by the Department.

I am. Sir.

Your obedient servant

O. N. Denny

Consul General.

ack. Oct. 7/80. oath - Cohen Crosby.
Ack — File
Mc Clements

No. 46] August 23 1880 *United States Consulate General at Shanghai,*

Mr. Denny *Consul General.* *to the State Department,*

Subject:— Asst. U. S. Marshal's appointment.

DEPARTMENT OF STATE
SEP
28
1880
RECEIVED

ABSTRACT OF CONTENTS.

Forwards Asst. Marshal's oath of allegiance.

Inclosures.

One 1. Oath of Allegiance. U. S. Marshal

No. 76.

United States Consulate General,

Shanghai, August 23d 1880

Hon. Charles. Payson.

~~Third Assistant~~ *Secretary of State,*

Washington, D.C.

Sir,

Referring to your no. 19 dated June 29th. I have the honor to inform you that I have delivered to Wm. Cheshire his commission as Interpreter to this Consulate.

I herewith return duly executed by Wm. Cheshire his oath of allegiance.

I am Sir.

Your obedient servant.

O. N. Denny

Consul General.

A. + Lit 30. 1 Oct 80.

Ask explanation of the passage marked.

W Bload C. P.

No. 44] Aug 24, 1880 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department, Mr Clements

Subject:— United States minister to China

DEPARTMENT OF STATE
SEP
28
1880
RECEIVED

ABSTRACT OF CONTENTS.

Hon James B Angell assumes charge of the Legation

No. 44.

United States Consulate General,

Shanghai, August 24th 1880

Hon. Charles Payson.

Third Assistant Secretary of State,

Washington, D.C.

Sir,

It was my pleasure for a few days towards the close of July to entertain Minister Angell and family while en route to Peking, and to day I received his dispatch No 1. informing me that he had entered upon his duties as Minister to China.

It is cause for congratulation among all Americans in the East that the United States Legation at Peking, which for the last three years has been practically vacant - is to be presided over by one

do.

so well qualified for its responsible duties as Mr. Angell seems to be.

Dear Sir.

Your obedient servant

O. M. Dewey

Consul General.

Ack. Oct. 4/80.
Ack. former mislaid
sent by post 29 Sept. 80 Clements

No. 48.] Aug. 24. 1880 United States Consulate General at Shanghai,

Mr. Denny, Consul General. to the State Department,

Subject:— Estate of W. H. Balsam (dec'd)

ABSTRACT OF CONTENTS.

Forwards letter for Mrs. Hannah L. Balsam
matter of deceased with $2506.50.
gratuity paid by Chinese Customs.

Inclosure.

One sealed letter to Mrs. Hannah L.
Balsam.

No. 48.

United States Consulate General,

Shanghai, Aug. 24th 1880

Hon. Charles Payson.

Third Assistant Secretary of State,

Washington, D.C.

Sir,

On the 5th. of April last. I received a letter from a Mr. Joseph W. Price of Portsmouth New Hampshire on behalf of Mrs. Hannah S. Folsom mother of W. A. Folsom deceased. whose estate had been settled up in this Consulate in December 1879. making some further inquiries about the Estate &c. asking among other things, if there was not a pension due to the heirs at law. from the Chinese Government in.

in view of the fact that the deceased had been in the Chinese Customs service for a period of more than ten years. — I wrote at once to the Inspector General in regard to the matter, and he replied that it was entirely optional with himself whether any allowance be made to the heirs at law of deceased employees, but that in this case he would consider such an application. I informed Mr. Price what steps would be necessary for Mrs. Folsom to take in support of any application in her behalf. By last mail I received the necessary papers and I now have the pleasure to report an allowance to Mrs. Folsom by the Inspector General

General of Customs as a gratuity
equal to Pesos. 2005 20/100. one years
pay to her son. which is equal to
Mexican Dollars. $2740. or United
States Gold Coin $2506.50. A draft
for this sum I inclose with a letter
to Mrs. Folsom. which I will thank
you to forward. Mrs. Folsom is
very poor. and infirm and I trust
she will receive the full amount
of this Decree up to the present
time there is no charge against
it that I am aware of for -
cattention.

I am. Sir.

Your obedient servant.

O M Dunn

Consul General

Acts. Appointments

Mr. Clements

No. 79] Aug. 25 1880 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department,

Subject:— Reporting death James Brantan

ABSTRACT OF CONTENTS.

Entered + Published

No. 49.

United States Consulate General,

Shanghai, August 25 1880

Hon. Charles Payson.

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I regret to inform you of the death of James Manton, Gunner of the U.S.S. "Monocacy" on the 24th. inst. His vessel is in Chefoo from which port he was sent in the early part of this month for hospital treatment.

He was born in Biddeford Maine and at the time of his death was 40 years of age. The cause of his death was Phthisis.

I am, Sir,

Your obedient servant.

O. N. Denny

Consul General

File as report of Law Bureau
Aug 20, 1880
CB

Judge O'Connor. Can he withdraw?
C. P.

No. 80.] Aug. 25. 1880 *United States Consulate General at Shanghai,*

Mr. Denny *Consul General.* *to the State Department,*

Subject: Amoy Consulate.

Dr Clements

DEPARTMENT OF STATE SEP 28 1880 RECEIVED

ABSTRACT OF CONTENTS.

No. 80.

United States Consulate General,

Shanghai, August 25 1880

Hon. Charles. Payson.

Third assistant Secretary of State,

Washington, D.C.

Sir,

Referring to my dispatch No. 90. I beg leave to inform you that, I received a dispatch from the Minister stating that one of the Sureties on Mr. Bandinelli's official bond, Mr. Ezra. desires to withdraw from the same.

I will thank you to indicate what action you desire taken in regard to that Consulate.

I am. Sir.

Your obedient servant.

O. N. Denny

Consul General

ack. Dept. 10/30

No. 81.] Aug 24. 1880 United States Consulate General at Shanghai,

Mr. Denny. Consul General. to the State Department,

12

Subject:— Chinkiang Consulate.

ABSTRACT OF CONTENTS.

No. 81.

United States Consulate General,

Shanghai, August 24 1880

Hon. Charles Payson.

Third Assistant Secretary of State,

Washington, D.C.

Sir,

Referring to Mr. Consul Seruggs. No. 45. to you requesting his application for leave of absence to visit his family in case of certain contingencies arising rendering his presence necessary, I have to inform you that Mr. Seruggs has requested my approval of his application.

It is with some reluctance, that I allude to the matter now. in view of the fact that the Department recently refused his first application. But as Mr. Seruggs intends to avail

of.

of such leave if granted only in case of severe illness or death in his family and as I have confidence in his assurances I have taken the liberty to recommend that his application be favorably considered.

Should the Department refer the matter to me I will grant his request only upon such a contingency arising as he speaks of in his application.

I am Sir

Your obedient servant

D M Dewey

Consul General

Report. Does Mr. De Zayek hold the two offices mentioned by Mr. Denny? C.P

No. 82] Aug. 30. 1880 *United States Consulate General at Shanghai,*

Mr. Denny. *Consul General.* *to the State Department,*

DEPARTMENT OF STATE
OCT
12

Subject:— Want of duicate lace.

ABSTRACT OF CONTENTS. ok Dec 7

Repeats the application for a Consular Clerk.

No. 82

United States Consulate General,

Shanghai, August 30 1880

Hon. Charles Payson.

Third assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to report that the Consular Clerks to this Consulate General have made application for the assignment of one of the Consular Clerks to this Consulate General has made in good faith and in the interests of the Consular service, hence a sense of duty compels me to renew it.

The two German convicts referred to in my No. 11 and whose services have been availed of by this Consulate for the last 12 months

months have been discharged. I now have only two assistants Mr. Lewis who has to act in the dual capacity of Clerk of the Court and Marshal and some of the duties of the latter, such as the service of writs he has to rely on the English municipal police to perform as the nearest Court Officer and Mr. Bailey who discharges the duties of Shipping Clerk which duties are very onerous at this time. to him is paid the $ 2000. referred to by you, as has been customary I believe under the old Consulate.

It is just out of the question to do the Consular and Postal work of this office as it should be done with the present force.

Mr.

In this connection I desire to call the attention of the Department to a matter which has no doubt escaped your notice, and which may make you to comply with my request. Under the head of Consular Clerks, page 30 of my Diplomatic Register for 1879 I notice the following "St. Gallen Albert J. De Leyk born in Hungary appointed from Iowa. July 4. 1866. compensation $1200." on the preceding page (34) this record appears "St. Gallen. Albert J. De Leyk. Consular Agent born in Hungary. appointed from Iowa March 6. 1878. fees for year $ 3479. making the sum of $ 4679. which goes into the same pocket from the two.

two positions if the record is correct. Certainly the requirements of other Consulates do not entitle a Consular Agent to a consular clerk while he draws the salary himself.

The record of this matter appears if anything more unfavorably in the Congressional Directory for January of this year pages 1143 and 1144 copy

If this case is not as it appears I may call the attention of the Department to another which will enable me to grant this application.

I am Sir

Your obedient servant.

Wm Wheeler

Consul General

ack. Rec'd. 10/40. Mr. Wood.

No. 83] Sept 2d 1880 *United States Consulate General at Shanghai,*

Mr. Denny, *Consul General.* *to the State Department,*

Subject:— Receipt of dispatches

DEPARTMENT OF STATE
OCT 18 1880
RECEIVED

ABSTRACT OF CONTENTS.

No. 83.

United States Consulate General,

Shanghai, Sept 2d. 1880

Hon. Charles Payson

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I beg to acknowledge the receipt of your dispatches numbered 24. 25. and 26. the last dated July 22d. 1880.

I am. Sir.

Your obedient servant

O. N. Denny

Consul General

ack. Dec. 10/80. Mr. Wood.

No. 84.] Sept. 6th 1880 United States Consulate General at Shanghai,

Mr. Denny, Consul General, to the State Department,

Subject:— Books not received.

ABSTRACT OF CONTENTS.

Consular Regulations and Register of Department not received.

No. 84.

United States Consulate General,

Shanghai, Sept. 6th 1880

Hon. Charles Payson.

Third Assistant Secretary of State,

Washington, D.C.

Sir,

Referring to mine dispatch no. 9. dated. May 24th. received here July 22d. I beg to say, that I am not yet in receipt of the copy of the Consular Regulations, or Register of the Department, which mine informed me have been sent to my address.

I am. Sir.

Your obedient servant

O. N. Denny

Consul General

Per 11/80

Report ack. Ford. 19 Oct. C.T. did so 19 Oct.

Received Read & Referred to the Department Nov 4 1880 Ford

No. 85] Sept 6th 1880 United States Consulate General at Shanghai,

Mr. Denny. Consul General. to the State Department,

Subject:— Statuary

ABSTRACT OF CONTENTS.

Sends. list of Statuary received.

Inclosure.

No. 1. List of Statuary.

No. 85.

United States Consulate General,

Shanghai, Sept. 6th 1880

Hon. Charles. Payson.

Third Assistant Secretary of State,

Washington, D.C.

Sir,

Referring to mine dispatch No. 31 dated July 3d. informing me that the articles of stationary required for in mine No. 15. have been forwarded. I now have the honor to inclose herewith a receipt for the articles received here Sept. 3d.

I desire to remark, however, that they are not what my requisition called for and many of them are useless.

I am. Sir.

Your obedient servant

O. N. Denny

Consul General

Memo. of Stationery received at the United States Consulate General Shanghai Sept. 3. 1880.

Articles.	Quantity.
Official seals.	10 boxes.
Paper fasteners.	1 box.
Rubber bands.	4 boxes.
Official envelopes.	875 assorted.
note paper.	4 Pkgs. not ruled.
Letter paper.	5 " . " .
Dispatch paper.	4 " — .
wrapping paper.	4. Quires.
Twine.	3 Balls.
Penholders.	12 —
Pencils black.	3 doz.
" red & blue.	½ " .
Silk cord.	3 Balls.
Pens Quill.	1 box,
" Steel.	5 boxes.
Blotting paper.	23. Sheets.
Legal cap.	2 Pkgs.
Erasers.	2 — .
Blank books.	9. not large enough
Letter red & ink.	1. each.
Pins	6. papers.
Sealing wax.	3 boxes.
Press copy books.	3 — .
" " paper.	3 Pkgs.
Flags	2 – 16 ft. each.
Rubber.	3. pieces.
Envelopes "Collector of Port —"	150. too small.

O. N. Denny
Consul General

Approved if no objection appears
ack. Rod. 6/20.
C.P

No. 86] Sulk. 21st 1880 United States Consulate General at Shanghai,

Mr. Denny. Consul General. to the State Department, Wood

Subject:— Vice Consul at Foochow.

ABSTRACT OF CONTENTS.

Endorses examination of Mr. Sawles.

See dispatch No 10.
Sept 16. 1880 from
U.S. Consul Foochow

No. 86.

United States Consulate General,

Shanghai, Sept. 21st 1880

Hon. Charles. Payson.

Third Assistant Secretary of State,

Washington, D.C.

Sir,

Referring to Mr. Wingates dispatch no. 10. dated September 16th. I have much pleasure in endorsing the nomination of Mr. John P. Boulin. as Vice Consul at Foochow.

I am. Sir.

Your obedient servant

O. N. Denny

Consul General

ack. Dpt. 10/30 Mr. Wood.

No. 87] Sept. 21. 1880 United States Consulate General at Shanghai,

DEPARTMENT OF STATE NOV 4 1880 RECEIVED

Mr. Denny Consul General. to the State Department,

Subject:— Receipt of dispatches

ABSTRACT OF CONTENTS.

No. 84.

United States Consulate General,

Shanghai, Sept 21st 1880

Hon. Charles. Payson.

Third assistant Secretary of State,

Washington, D.C.

Sir,

I beg to acknowledge the receipt of your dispatches numbered 24. and 28. both dated August 9th. Also circulars. dated July 15th and 19th. the former containing one inclosure.

I am. Sir.

Your obedient Servant.

O. N. Denny

Consul General

Ack. Feb. 10/80
Wood

No. 88] July 21 1880 *United States Consulate General at Shanghai,*

Mr. Denny *Consul General,* *to the State Department,*

DEPARTMENT OF STATE
NOV 4 1880
RECEIVED

Subject:— Receipt of Record Books.

ABSTRACT OF CONTENTS.

are returned since it has no reference to the affairs of this office.

No. 88.

United States Consulate General,

Shanghai, Sept 21. 1880

Hon. Charles Payson.

Third assistant Secretary of State,

Washington, D.C.

Sir,

I beg to acknowledge the receipt of one box containing the Record-books papers &c. referred to in my No. 35. dated May 29.

I return, in the pouch of this mail one book, which I presume was sent by mistake, as it has no reference to the records of this office.

I am, Sir,

Your obedient servant

O. N. Denny

Consul General

Mr. Wood

Dec 9, 1880

No. 89] Sept. 30. 1880 *United States Consulate General at Shanghai,*

RECEIVED NOV 15 1880

Mr. Denny, *Consul General.* *to the State Department,*

Subject:— Notes recpt of Circular letter of July 1. 1880

ABSTRACT OF CONTENTS.

No. 89.

United States Consulate General,

Shanghai, Sept 30. 1880

Hon. William M. Evarts.

Secretary of State,

Washington, D.C.

Sir,

I take much pleasure in acknowledging the receipt of your circular letter dated July 1st. Its practical suggestions will be strictly adhered to in the future.

Dispensing with extra copies of reports will be greatly appreciated by this office.

Your letter did not arrive in time, however, to enable me to reap this advantage in the preparation of my annual report which goes forward by this mail. as to comply strictly with that part.

part referring to "quantities and values", as this report was already completed when the circular reached me.

I am, Sir,

Your obedient servant

O. M. Drury

Samuel Grimes

Ack

Ack Dec 9, 1880

k Wood

No. 90] Sept. 30 1880 *United States Consulate General at Shanghai,*

DEPARTMENT OF STATE
NOV 15 1880
RECEIVED

Mr. Dennys. *Consul General.* *to the State Department,*

Subject:— Estate of James. Mantau.

ABSTRACT OF CONTENTS.

No. 90.

United States Consulate General,

Shanghai, Sept 30. 1880

Hon. Charles Payson.

Third assistant. Secretary of State,

Washington, D.C.

Sir,

Referring to my No 79. of August 25th. I beg to inform you that upon the request of Commander Charles S. Cotton U.S.N. Commanding the U.S.S. "Monocacy". I have handed over to him the effects &c of James Manton. in order to facilitate the matters. Since Manton was one of the crew. of this vessel the effects in question

I am. Sir.

Your obedient servant

O. N. Denny

Consul General

Published
Feb 24/81

Aug Nov 18/80 Ack Dec 8/80 #food

No. 91] Sept. 30 1880 United States Consulate General at Shanghai,

Mr. Denny, Consul General. to the State Department,

Subject:— Death of Leonora Williams.

Noted.

ABSTRACT OF CONTENTS.

No. 91.

United States Consulate General,

Shanghai, Sept. 30 1880

Hon. Charles. Payson.

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have to inform you of the death of Leonora Williams at this port on the 23d instant of dysentery. I am informed that her native place was somewhere in Cecil county Maryland.

I am, Sir,

Your obedient servant

O. M. Brown

Consul General